



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

BID NUMBER: LDPWRI- B/20386

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND
MAINTAINANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-
SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO
CRECHE IN WATERBERG DISTRICT**

For the

**DEPARTMENT OF EDUCATION,
LIMPOPO PROVINCE**

**THROUGH THE FRAMEWORK CONTRACT CATEGORY C
(3GB AND ABOVE)**

Issued by:

Limpopo Department of Public Works, Roads and Infrastructure
Works Towers Building
43 Church Street
Polokwane
0700

Contact Person: General Queries

Name : Mr NJ Motsopye,
Tel No. 015 284 7126
Email : motsopyen@dpw.limpopo.gov.za

Contact Person: Technical Queries

Name : Mr. MJ Masiya
Tel No. 015 284 7257
Email : Cngita@gmail.com

Name of the Bidder:.....



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PART T1: TENDERING PROCEDURE

T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers from contractors appointed on the framework agreement on category C for **REPAIRS AND MAINTAINANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT** for a period of 3 months. It is estimated that tenderers must have a CIDB contractor grading designation of **3GB** or higher.

The conditions of the CIDB Standard for for Indirect Targeting for Enterprise Development through Construction Works Contracts **Gazette Notice No. 36190 of 25 February 2013** will be applicable on this project

Project Name	REPAIRS AND MAINTAINANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT for a period of 3 months.	
Tender Number	LDPWRI- B/20386	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender invite	
Closing time of the tender	As per Tender invite	
Compulsory briefing meeting (<i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i>)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Meeting venue	As per Tender invite
	Date	As per Tender invite
	Time:	As per Tender invite
Evaluation criteria	<ol style="list-style-type: none"> 1. Compliance with mandatory or compulsory requirements 2. Risk assessment on current projects 3. Price 4. Preference 	
Mandatory or Compulsory Requirements (<i>failure to submit or comply with these requirements will lead to automatic disqualification</i>)	Only tenderers who are appointed on category A registered with the Construction Industry Development Board (CIDB) with designation of 3 GB or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated	
	Completed and signed Form of Offer	

**APPOINTMENT OF CONTRACTOR FOR REPAIRS AND MAINTANANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT
CONTRACT No. LDPWRI-B/20386**

T1.2 Tender Data

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013. In this case, contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises stated under C3 of this document.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p>
C.1.1	The Employer is the Department of Public Works, Roads and Infrastructure
C.1.2	<p>The Tender</p> <p>Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Joint Venture Agreement (If Applicable)</p> <p>The Contract Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities</p> <p>Part 3: Scope of work C3.1 Special Notes to Bidders</p>

**APPOINTMENT OF CONTRACTOR FOR REPAIRS AND MAINTANANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT
CONTRACT No. LDPWRI-B/20386**

C.1.4	<p>All communications related to this bid should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	The employer reserve to cancel the tender prior to the award of the tender.
C1.6.2	A competitive negotiation procedure will not be followed.
C1.6.3	A two-stage system will not be followed.
C.2.1	<p>Eligibility in respect of CIDB grading</p> <p>Only tenderers who are appointed on framework agreement category A and registered with the Construction Industry Development Board (CIDB) with designation of 3GB or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p>
C2.2	<p>Cost of tendering</p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p>
C.2.7	<p>Compulsory site briefing</p> <p>A compulsory briefing meeting will be held as per Tender invite</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list.</p>
C.2.11	<p>Alterations to the documents</p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>
C.2.12	<p>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p>Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink</p>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.4	The tender shall be signed by a person duly authorized to do so.

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 CONTRACT No. LDPWRI-B/20386

C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>
C.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C.2.16.1	<p>The tender offer validity period is 12 weeks or 90 days.</p>
C.2.16.2	<p>The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer-evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
C.3.1	<p>The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> - Persons who had no franchise in national elections prior to 1983 and 1993 - Promotion of women owned enterprises - Disabled persons - Promotion of SMMEs - Enterprise located in Limpopo Province - Promotion of youth - South African owned enterprises
	<p><i>CIDB Grading Certificate</i></p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p><i>Letter of Good Standing</i></p> <p>Tender are required to submit, bound with the tender submission, a letter of good from the Compensation commissioner indicating that the bidder is in good standing.</p>
C3.2	<p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
C.3.2.1	<p>Tenders will not be opened immediately after the closing time for tenders.</p>

C.3.2.2	<p>The tenderers will be evaluated in four stages</p> <ul style="list-style-type: none">(i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1(ii) Stage 2: Risk assessment on current projects(iii) Stage 3: Price(iv) Stage 4: Preference <p>The technical capacity (functionality) of the contractors will not be evaluated any further during evaluation of the RFQ. However, the contractors will be required to declare the status of their key staff and any administrative compliance. In cases where there are changes in the key staff, the contractor should provide CVs and qualifications of the new staff to LDPWR&I. The new staff should have similar skills, qualifications and experience as the staff submitted during tender. Similarly, the contractors will be expected to provide an update on any changes in their administrative compliances – and should submit the required SBD document in such cases.</p> <p>The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.</p> <p>The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.¹</p>
	<ul style="list-style-type: none">a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.b) Stage 2: Risk assessment on current projects <p>The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.</p>

Stage 3 and 4:

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

- a) N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$$

Where:

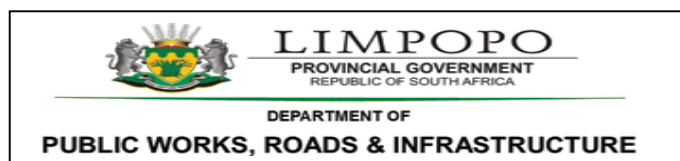
A is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the bid under consideration

P_m is the lowest Comparative bid price

P_o is the comparative price under consideration

- b) N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18



PART T2: RETURNABLE DOCUMENTS



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents will form part of the documents submitted to the Contractors as part of the Request for Proposals:

- 2.1 Fully completed Form of Offer
- 2.2 Bills of Quantities- P's and G's are to have a summarized lump sum total, the BOQ to be filled in full
- 2.3 Record of Addenda to tender documents (if applicable)
- 2.4 Proposed amendments and qualifications (if applicable)
- 2.5 Proof of specific goal for award of the preference points as determined on the Request for Proposal.
- 2.6 SBD 1
- 2.7 SBD 6.1
- 2.8 Declaration on the status of Administration compliance.
- 2.9 CIDB grading certificate
- 2.10 CSD Report
- 2.11 Tax clearance certificate
- 2.12 Declaration of current projects

The following will render the bidder's proposal not responsive and will not be considered:

- I. Failure by the service provider to submit or complete item 2.1, 2.2, 2.3, 2.4 and 2.8
- II. The bidder who appears on National Treasury's list of black listed entities .

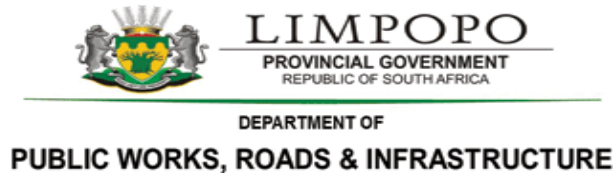


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DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

T 2.2: RETURNABLE SCHEDULE

	Document Name	Returnable document
1.	Preferencing schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Proposed amendments and qualifications (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	SBD 1: Invitation to tender	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Form of offer	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	CSD summary report	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Original tax clearance certificate or tax pin	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Priced bills of quantities	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Proof of CIDB class grading: 3GB or higher.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Declaration with regard to current projects	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	JV agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No



Declaration on the status of administrative compliance

Please indicate, by circling either **Yes** or **No**, whether the administrative information submitted with the original framework tender documents has changed or not. If yes, kindly provide the particulars below with any supporting documents.

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Enterprise _____



Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

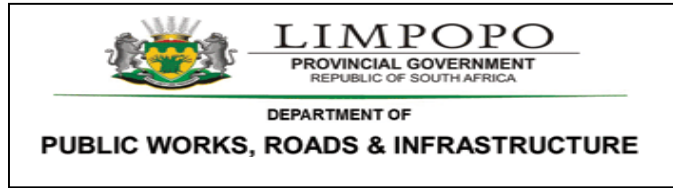
**APPOINTMENT OF CONTRACTOR FOR REPAIRS AND MAINTANANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT
CONTRACT No. LDPWRI-B/20386**

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer



Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

SBD 1
PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-B/20386	CLOSING DATE	As Tender Advert	per	CLOSING TIME: 11:00am
DESCRIPTION	REPAIRS AND MAINTATINANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr. NJ Motsopye				
TELEPHONE NUMBER	0152847126	E-MAIL ADDRESS	motsopyen@dpw.limpopo.gov.za		
CONTACT PERSON (TECHNICAL)	Mr. MJ Masiya/Mr CE Setati				
TELEPHONE NUMBER	015 284 7219	E-MAIL ADDRESS	Cngita@gmail.com		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

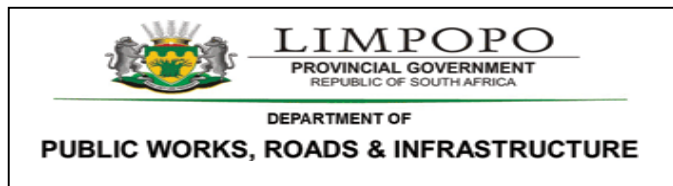
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1983 and 1993	-	6	-	
Promotion of Women owned enterprises	-	3	-	
Disabled persons	-	2	-	
Promotion of SMMEs	-	2	-	
Enterprises located in Limpopo Province	-	4	-	
Promotion of youth	-	1	-	
South African owned enterprises	-	2	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

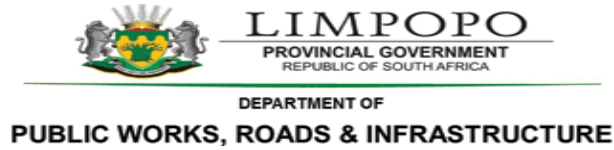
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has

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- been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

**APPOINTMENT OF CONTRACTOR FOR REPAIRS AND MAINTANANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT
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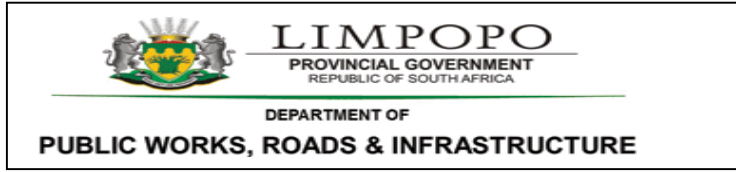
DECLARATION OF CURRENT PROJECTS

Current value refers to current value of projects for both General Building (GB) and Civil Engineering (CE).
 Please list the current projects which your company is busy executing in the table below.
If no projects at the moment the tender must indicate/write on this table

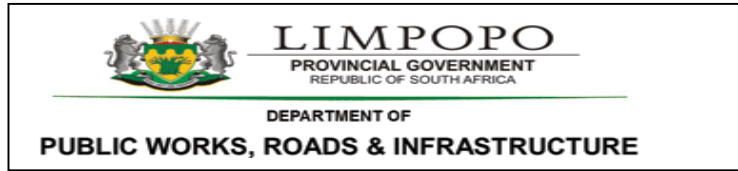
Table 1 List of current projects executed by the bidder

1. Do you have the current projects being executed Yes/No?
2. If Yes, please indicate the details on the table below. Please note that it is compulsory to answer the question and if the answer is yes, complete the table. If the question not answered or the table not completed the points will not be allocated.

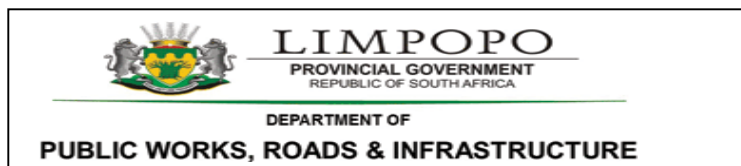
Project Description	Project Value	Start date	Planned end date	Client Name	Contact Person number



THE CONTRACT



PART C1: AGREEMENT AND CONTRACT DATA



C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

REPAIRS AND MAINTAINANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in words); R.....

.....

(in figures) R.....

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

Date

Acceptance (To be completed by the employer – not the bidder)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer

Signature

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

1 Subject

 Details

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

2 Subject

 Details

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

3 Subject

 Details

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

4 Subject

 Details

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

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

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

.....



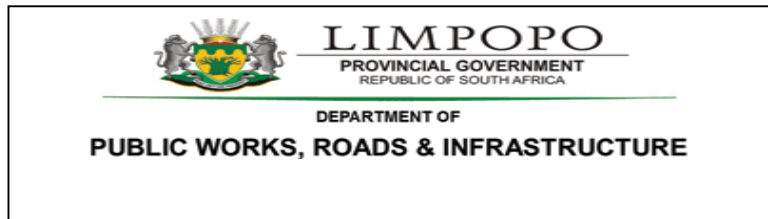
C2.1 CONTRACT DATA

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013.**”



PART C2: PRICING DATA

C2.1 Pricing instruction

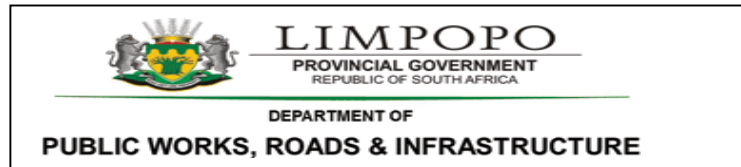
- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- The shall set a minimum of 5 % of the project value for sub-contractor determine the amount to be paid for the Contract Participation Goal (CPG).



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

PART C2.2: BILLS OF QUANTITIES



PART C3 SCOPE OF WORKS

PART C3.1: SPECIAL NOTES TO BIDDERS

The following special conditions are for compliance and attention to bidders:

- 1.2. LDPWR&I reserve the right to call interviews with short-listed bidders before final selection.
- 1.3. LDPWR&I reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 1.4. LDPWR&I reserve the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 1.5. The proposals submitted must be in line with the detailed specification.
- 1.6. LDPWR&I reserve the right to cancel or withdraw this bid if:
 - i. Due to changed circumstances, there is no longer a need for this services; or
 - ii. Funds are no longer available to cover the total envisaged expenditure; or
 - iii. No acceptable bids are received; or
 - iv. There is a material irregularity in the Bid process.
- 1.7. In the case of sub-contracting or joint venture agreement, LDPWR&I will enter into a single contract with the principal bidder.
- 1.8. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 1.9. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.10. Successful bidder will be required to sign and enter into a formal contract upon the award.
- 1.11. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 1.12. Bid documents must be submitted physically to the closing address as reflected on the Request for Quotations.
- 1.13. Quotations received after the closing date and time will not be accepted for consideration.
- 1.14. This request for bid document contains confidential information about LDPWR&I, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 1.15. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LDPWR&I.
- 1.16. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 1.17. References to LDPWR&I must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LDPWR&I.

1.18. The client reserves the right not to award more than one project per bidder, should the highest bidder already been awarded a project, the second highest scoring bidder will be considered.

1.19. Attachments for Specific Goals Points

- I. Persons who had no franchise in national elections prior to 1983 and 1993- (Attach Directors 's certified copy of South African ID & CK as proof)
- II. Promotion of Women owned enterprises - (Attach Director's certified copy of South African ID & CK)
- III. Disabled persons- (Attach letter /Medical certificate from Healthcare professional)
- IV. Promotion of SMMEs - (Attach Financial statement as proof for SMME turnover)
- V. Enterprise located in Limpopo Province- (Attach proof of enterprise address/Lease agreement as proof of enterprise residential address)
- VI. Promotion of youth- (Attach Directors 's certified copy of South African ID as proof)
- VII. South African owned enterprises – (Attach Directors 's certified copy of South African ID as proof of company registration documents)

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Item No	Quantity	Rate	Amount
<u>SECTION NO 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>PRELIMINARIES</u>			
All prices/rates to be net, excluding Value Added Tax			
<u>General</u>			
i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005			
ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
iii) Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
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- vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

Clause 1.1 Definition of "**Agreement**" is amended by replacing it with the following:

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

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by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

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deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

Security means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

	Fixed	Item
2	Value Related	Item
3	Time Related	Item
<u>Objective and Preparation (A2 - A14)</u>		
4	Offer, acceptance and performance (clause 2)	
	Fixed	Item
5	Value Related	Item
6	Time Related	Item

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7	Documents (clause 3) Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer "	Fixed	Item
8		Value Related	Item
9		Time Related	Item
10	Design responsibility (clause 4)		
		Fixed	Item
11		Value Related	Item
12		Time Related	Item
13	Employer's agents (clause 5)		
		Fixed	Item
14		Value Related	Item
15		Time Related	Item
16	Contractor's site representative (clause 6)		
		Fixed	Item
17		Value Related	Item
18		Time Related	Item

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19 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed

Item

20 Value Related

Item

21 Time Related

Item

22 Works risk (clause 8)

Fixed

Item

23 Value Related

Item

24 Time Related

Item

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25 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

Item

26 Value Related

Item

27 Time Related

Item

28 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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contractor may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

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29		Value Related	Item	
30		Time Related	Item	
31	Liability insurances (clause 11)			
		Fixed	Item	
32		Value Related	Item	
33		Time Related	Item	
34	Effecting insurances (clause 12)			
		Fixed	Item	
35		Value Related	Item	
36		Time Related	Item	
37	No clause (clause 13)		Item	
38	Security (clause 14)			
	Clause 14.0 is amended by:-			
	i) The addition of the following clauses:-			
	Clause 14.7.3			
	"Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor "			
		Fixed	Item	
39		Value Related	Item	
40		Time Related	Item	
		Carried to Collection		
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Execution (A15 - A23)

41 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

42 Value Related

Item

43 Time Related

Item

44 Access to the works (clause 16)

Fixed

Item

45 Value Related

Item

46 Time Related

Item

47 Contract instructions (clause 17)

Fixed

Item

48 Value Related

Item

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49		Time Related	Item
50	Setting out of the works (clause 18)		
	<p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</p>		
		Fixed	Item
51		Value Related	Item
52		Time Related	Item
53	Assignment (clause 19)		
		Fixed	Item
54		Value Related	Item
55		Time Related	Item
56	Nominated sub-contractors (clause 20)		
	<p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>		
		Fixed	Item
57		Value Related	Item
58		Time Related	Item

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59	Selected sub-contractors (clause 21)		
		Fixed	Item
60		Value Related	Item
61		Time Related	Item
62	Employer's direct contractors (clause 22)		
	<i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i>		
		Fixed	Item
63		Value Related	Item
64		Time Related	Item
65	Contractor's domestic sub-contractors (Clause 23)		
		Fixed	Item
66		Value Related	Item
67		Time Related	Item

COMPLETION

Completion (A24-A30)

68	Practical completion (clause 24)		
		Fixed	Item
69		Value Related	Item
70		Time Related	Item

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71	Works completion (clause 25)	Fixed	Item
72		Value Related	Item
73		Time Related	Item
74	Final completion (clause 26)	Fixed	Item
75		Value Related	Item
76		Time Related	Item
77	Latent defects liability period (clause 27)	Fixed	Item
78		Value Related	Item
79		Time Related	Item
80	Sectional completion (clause 28)	Fixed	Item
81		Value Related	Item
82		Time Related	Item

83 Revision of date of practical completion (clause 29)

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project

It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

84

Value Related

Item

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85	Time Related	Item
86	Penalty for non-completion (clause 30) Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0	
	Fixed	Item
87	Value Related	Item
88	Time Related	Item
	<u>Payment (A31 - A35)</u>	
89	Interim payment to the contractor (clause 31) Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due Clause 31.12 is amended by deleting the following Payment shall be subject to the employer giving the contractor a tax invoice for the amount due	
	Fixed	Item
90	Value Related	Item
91	Time Related	Item
92	Adjustment to the contract value (clause 32) Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor "	
	Fixed	Item
93	Value Related	Item
94	Time Related	Item

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95	Recovery of expense and loss (clause 33)		
		Fixed	Item
96		Value Related	Item
97		Time Related	Item
98	Final account and final payment (clause 34)		
	Clause 34.0		
	Clause 34.2 is amended by inserting # next to 34.2		
	Clause 34.13 is amended by replacing "seven (7) calendar days " with "thirty (30) calendar days " and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"		
		Fixed	Item
99		Value Related	Item
100		Time Related	Item
101	Payment to other parties (clause 35)		
		Fixed	Item
102		Value Related	Item
103		Time Related	Item

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Cancellation (A36-A39)

104 Cancellation by employer - contractor's default (clause 36)

Clause 36.1 is amended by the additions of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

	Fixed	Item
105	Value Related	Item
106	Time Related	Item

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107	<p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>	Fixed	Item
108		Value Related	Item
109		Time Related	Item
110	<p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>	Fixed	Item
111		Value Related	Item
112		Time Related	Item

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113	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"	Fixed	Item
114		Value Related	Item
115		Time Related	Item

Dispute Settlement (A40)

116	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.	Fixed	Item
117		Value Related	Item
118		Time Related	Item

State Provision (A41)

119	State Substitutions (clause 41) Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:		
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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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		Fixed	Item
120		Value Related	Item
121		Time Related	Item
	<u>Contract Variables (A41)</u>		
122	The Schedule (clause 42)		
	<i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>		
		Fixed	Item
123		Value Related	Item
124		Time Related	Item

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<u>Definition and interpretation (B1)</u>			
125	Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	Fixed	Item
126		Value Related	Item
127		Time Related	Item
<u>Documents (B2)</u>			
128	Checking of documents (B2.1) <i>These bills of quantities:</i> <i>(1) contain pages and annexes as indexed, and;</i> <i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i> <i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>	Fixed	Item
129		Value Related	Item
130		Time Related	Item
131	Provisional bills of quantities (B2.2)	Fixed	Item
132		Value Related	Item

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133		Time Related	Item
134	Availability of construction documentation (B2.3)		
	<i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i>		
		Fixed	Item
135		Value Related	Item
136		Time Related	Item
137	Interests of agents (B2.4)		
		Fixed	Item
138		Value Related	Item
139		Time Related	Item
140	Priced documents (B2.5)		
		Fixed	Item
141		Value Related	Item
142		Time Related	Item
143	Tender submission (B2.6)		
	<i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i>		
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i>		
		Fixed	Item
144		Value Related	Item
145		Time Related	Item

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<u>The site (B3)</u>		
146	Defined works area (B3.1)	
		Fixed
		Item
147		Value Related
		Item
148		Time Related
		Item
149	Geotechnical investigation (B3.2)	
		Fixed
		Item
150		Value Related
		Item
151		Time Related
		Item
152	Inspection of the site (B3.3)	
	<p><i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i></p> <p><i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i></p>	
		Fixed
		Item
153		Value Related
		Item
154		Time Related
		Item
155	Existing premises occupied (B3.4)	
		Fixed
		Item
156		Value Related
		Item
157		Time Related
		Item

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158	Previous work - dimensional accuracy (B3.5)		
	<i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>		
		Fixed	Item
159		Value Related	Item
160		Time Related	Item
161	Previous work - defects (B3.6)		
		Fixed	Item
162		Value Related	Item
163		Time Related	Item
164	Services - known (B3.7)		
		Fixed	Item
165		Value Related	Item
166		Time Related	Item
167	Services - unknown (B3.8)		
		Fixed	Item
168		Value Related	Item
169		Time Related	Item
170	Protection of trees, etc (B3.9)		
		Fixed	Item
171		Value Related	Item
172		Time Related	Item
173	Articles of value (B3.10)		
		Fixed	Item

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174		Value Related	Item
175		Time Related	Item
176	Inspection of adjoining properties, etc (B3.11)		
		Fixed	Item
177		Value Related	Item
178		Time Related	Item
	<u>Management of contract (B4)</u>		
179	Management of the works (B4.1)		
		Fixed	Item
180		Value Related	Item
181		Time Related	Item
182	Programming for the works (B4.2)		

Clause B4.2 is hereby amended by the addition of the following:

Programme:

The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.

The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.

The contractor shall ensure that the contract programme:

1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.
2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.
3. shall be in accordance with the dates given herein for possession and practical completion; and

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- 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
- 5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

Extension of time

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

	Fixed	Item
183	Value Related	Item
184	Time Related	Item

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185	Progress meetings (B4.3)	Fixed	Item
186		Value Related	Item
187		Time Related	Item
188	Technical meetings (B4.4)	Fixed	Item
189		Value Related	Item
190		Time Related	Item
191	Labour and plant records (B4.5)	Fixed	Item
192		Value Related	Item
193		Time Related	Item
<u>Samples, shop drawings and manufacturer's instructions (B5)</u>			
194	Samples of materials (B5.1)	Fixed	Item
195		Value Related	Item
196		Time Related	Item
197	Workmanship samples (B5.2)	Fixed	Item
198		Value Related	Item
199		Time Related	Item
200	Shop drawings (B5.3)	Fixed	Item

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201		Value Related	Item
202		Time Related	Item
203	Compliance with manufacturer's instructions (B5.4)		
		Fixed	Item
204		Value Related	Item
205		Time Related	Item
	<u>Temporary works and plant (B6)</u>		
206	Deposits and fees (B6.1)		
		Fixed	Item
207		Value Related	Item
208		Time Related	Item
209	Enclosure of the works (B6.2)		
		Fixed	Item
210		Value Related	Item
211		Time Related	Item
212	Advertising (B6.3)		
		Fixed	Item
213		Value Related	Item
214		Time Related	Item
215	Plant, equipment, sheds and offices (B6.4)		
		Fixed	Item
216		Value Related	Item
217		Time Related	Item

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218	Main notice board (B6.5)		
		Fixed	Item
219		Value Related	Item
220		Time Related	Item
221	Subcontractors notice board (B6.6)		
		Fixed	Item
222		Value Related	Item
223		Time Related	Item
	<u>Temporary services (B7)</u>		
224	Location (B7.1)		
		Fixed	Item
225		Value Related	Item
226		Time Related	Item
227	Water (B7.2)		
		Fixed	Item
228		Value Related	Item
229		Time Related	Item
230	Electricity (B7.3)		
		Fixed	Item
231		Value Related	Item
232		Time Related	Item
233	Telecommunication facilities (B7.4)		
		Fixed	Item
234		Value Related	Item

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235		Time Related	Item
236	Ablution facilities (B7.5)		
		Fixed	Item
237		Value Related	Item
238		Time Related	Item
	<u>Prime cost amounts (B8)</u>		
239	Responsibility for prime cost amounts (B8.1)		
		Fixed	Item
240		Value Related	Item
241		Time Related	Item
	<u>Attendance on nominated and selected subcontractors (B9)</u>		
242	General attendance (B9.1)		
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed		
		Fixed	Item
243		Value Related	Item
244		Time Related	Item
245	Special attendance (B9.2)		
		Fixed	Item
246		Value Related	Item
247		Time Related	Item
248	Commissioning - Fuel, water and electricity (B9.3)		
		Fixed	Item
249		Value Related	Item

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250	Time Related	Item
	<u>Financial aspects (B10)</u>	
251	Statutory taxes, duties and levies (B10.1)	
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>	
	Fixed	Item
252	Value Related	Item
253	Time Related	Item
254	Payment of preliminaries (B10.2)	
	Fixed	Item
255	Value Related	Item
256	Time Related	Item
257	Adjustment of preliminaries (B10.3)	
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "	
	Fixed	Item
258	Value Related	Item
259	Time Related	Item
260	Payment certificate cash flow (B10.4)	
	Fixed	Item
261	Value Related	Item
262	Time Related	Item

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<u>General (B11)</u>				
263	Protection of works (B11.1)	Fixed	Item	
264		Value Related	Item	
265		Time Related	Item	
266	Protection/isolation of existing/sectionally occupied works(B11.2)	Fixed	Item	
267		Value Related	Item	
268		Time Related	Item	
269	Site security (B11.3)	Fixed	Item	
270		Value Related	Item	
271		Time Related	Item	
272	Notice before covering work (B11.4)	Fixed	Item	
273		Value Related	Item	
274		Time Related	Item	
275	Disturbance (B11.5)	Fixed	Item	
276		Value Related	Item	
277		Time Related	Item	
278	Enviromental disturbance (B11.6)	Fixed	Item	
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279		Time Related	Item
280		Value Related	Item
281	Works cleaning and clearing (B11.7)		
		Fixed	Item
282		Value Related	Item
283		Time Related	Item
284	Vermin (B11.8)		
		Fixed	Item
285		Value Related	Item
286		Time Related	Item
287	Overhand work (B11.9)		
		Fixed	Item
288		Value Related	Item
289		Time Related	Item
290	Instruction manuals and guarantees (B11.10)		
		Fixed	Item
291		Value Related	Item
292		Time Related	Item
293	As built information (B11.11)		
		Fixed	Item
294		Value Related	Item
295		Time Related	Item

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296	Tenant installations (B11.12)	Fixed	Item
297		Value Related	Item
298		Time Related	Item

Schedule of variables (B12)

299	Pre-tender information (B12.1)		
	This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .		
		Fixed	Item
300		Value Related	Item
301		Time Related	Item

12.1.1 Provisional bills of quantities (B12.1.1)

The quantities are provisional:
Yes

12.1.2 Availability of construction documentation (B12.1.2)

Construction documentation is complete:

12.1.3 Interest of agents (B12.1.3)
No

12.1.4 Defined works area (B12.1.4)

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site

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12.1.5 Geotechnical investigation (B12.1.5)

The geotechnical report is available for viewing at the offices of the Principal Agent

Yes

12.1.6 Existing premises occupied (B12.1.6)

[3.4] Specific requirements:
None

12.1.7 Previous work - Dimensional accuracy (B12.1.7)

[3.5] Details:
No additional details

No

12.1.8 Previous work - defects

[3.6] Details:
No additional details

12.1.9 Services - known (B12.1.9)

Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent

12.1.10 Protection of trees

[3.9] Specific requirements:
No trees to be damaged or removed except those specifically designated in writing by the Architect

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:
None

12.1.12 Enclosure of the works

[6.2] Specific requirements:
Areas where work is taking place shall at all times be blocked off by appropriate means

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12.1.13 Offices

[6.4.3] Specific requirements:
 The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board

[6.5] Specific requirements:
 The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 Subcontractors' notice board

[6.6] A notice board is required (yes/no)
 NO
 Specific requirements:

12.1.16 Water

[7.2] Option A (by contractor) (yes/no)
 YES

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12.1.17 Electricity

[7.3] Option A (by **contractor**) (yes/no)
 YES

12.1.18 Telecommunications

[7.4] Telephone (yes/no)
 YES

Facsimile (yes/no)
 YES

E-mail (yes/no)
 YES

12.1.19 Ablution facilities

[7.5] Option A (by **contractor**) (yes/no)
 YES

Option B (by **employer**) (yes/no)
 NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required (yes/no)
 YES

12.1.21 Special attendance

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor (1) Details:**

Subcontractor (2) Details:

Subcontractor (3) Details:

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12.1.22 Protection of the works

[11.1] Specific requirements:
All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

12.1.23 Disturbance

[11.5] Specific requirements:
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24 Environmental disturbance

[11.6] Specific requirements:
None

302 Post-tender information (B12.2)

All post-tender information for this section will be determined once tender is awarded

Fixed

Item

303 Value Related

Item

304 Time Related

Item

12.2.1 Payment of preliminaries

[10.2] Option A (prorated) (yes/no)
YES

NO Option B (calculated) (yes/no)

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	12.2.2 Adjustment of preliminaries		
	[10.3] Option A (three categories)	(yes/no)	
	YES		
	Option B (detailed breakdown)	(yes/no)	
	NO		
	12.2.3 Additional agreed preliminaries items		
	Details:		
	None		
305	Other post tender information (B12.3)		
	All post-tender information for this section will be determined once tender is awarded		
		Fixed	Item
306		Value Related	Item
307		Time Related	Item
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>		
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item		
308	Clause C1 - Contract drawings		
	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed		
	Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent		
		Fixed	Item
309		Value Related	Item
310		Time Related	Item
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311	Clause C2 - General Preambles		
	The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.	Fixed	Item
312		Value Related	Item
313		Time Related	Item
314	Clause C3 - Site instructions		
	All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only		
	Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book		
		Fixed	Item
315		Value Related	Item
316		Time Related	Item

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317	Clause C4 - Trade Names		
	Wherever a trade name for any product has been described in the bills of quantities , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
		Fixed	Item
318		Value Related	Item
319		Time Related	Item
320	Clause C5 - Overtime		
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer		
		Fixed	Item
321		Value Related	Item
322		Time Related	Item
323	Clause C6 - As-built drawings		
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records		
		Fixed	Item
324		Value Related	Item
325		Time Related	Item

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326	Clause C5 - Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day	Fixed	Item
327		Value Related	Item
328		Time Related	Item
329	Clause C6 - Plant record At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works	Fixed	Item
330		Value Related	Item
331		Time Related	Item
332	Clause C7 - Non-cession of monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract	Fixed	Item
333		Value Related	Item
334		Time Related	Item

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335 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

	Fixed	Item
336	Value Related	Item
337	Time Related	Item

338 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

	Fixed	Item
339	Value Related	Item

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340	Time Related	Item
341	Clause C10 - Commencement of Works in School Areas As the works falls within a school area the contractor must give the Principal or other responsible staff member notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	
	Fixed	Item
342	Value Related	Item
343	Time Related	Item
344	Clause C11 - Entrance Permits to School Areas As the works falls within a school area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer	
	Fixed	Item
345	Value Related	Item
346	Time Related	Item

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347 **Clause C12 - Security Check of Personnel**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed

Item

348 Value Related

Item

349 Time Related

Item

350 **Clause C13 - HIV/Aids Awareness**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

Item

351 Value Related

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352	Time Related	Item
353	Clause C13.1 - Awareness Champion Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
354	Value Related	Item
355	Time Related	Item
356	Clause C13.2 - Awareness Workshop Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
357	Value Related	Item
358	Time Related	Item
359	Clause C13.3 - Posters, booklets, videos, etc. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification	
	Fixed	Item
360	Value Related	Item
361	Time Related	Item

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362	Clause C13.4 - Access to Condoms		
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification		
		Fixed	Item
363		Value Related	Item
364		Time Related	Item
365	Clause C13.5- Monitoring		
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification		
		Fixed	Item
366		Value Related	Item
367		Time Related	Item

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REFURBISHMENT OF SEALO SA HLOLO CRECHE
WATERBERG DISTRICT

Section No. 1

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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>REMOVAL OF EXISTING WORK:</u></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materilas for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p>			
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OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Taking out and removing doors, windows, etc from brickwork to be demolished

1	Timber single door and frame 813 x 2032mm high	No	8
2	Nailed ceilings in patches including preparing existing branderings for new ceilings (e/m)	m2	2
3	Fibre cement fascias, barge boards, etc.	m	50
4	125 x 100mm Eaves gutters with beaded front edge	m	50
<u>Testing and Electrical fault finding</u>			
5	Removal of faulty flourescent tubes	No	4

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	<u>Taking out and removing sundry joinery work, fittings, etc</u>		
6	Skirtings	m	60
7	Kitchen unit	No	1
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>		
8	300 x 300 x 11,5mm vinyl floor tiles	m2	100
	<u>Taking out and removing glass and mirrors</u>		
9	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	4
	<u>SERVICING OF DOORS AND WINDOWS</u>		
10	Replace window stays, handles and pegs (PC Amount R50-00 Vat excl supplied and delivered to site)	No	15
11	Remove door striker plate and replace with new (PC Amount R45-00 Vat excl supplied and delivered to site)	No	3
	<u>MAKING GOOD OF FINISHES ETC</u>		
	<u>Making good internal cement plaster</u>		
12	Walls in patches	m2	10

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<p><u>SECTION NO.3</u></p>			
<p><u>BILL NO.1</u></p>			
<p><u>CARPENTRY AND JOINERY</u></p>			
<p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Particle board:</u></p>			
<p>Particle board shall comply with the following specifications:</p>			
<p>a) SABS 1300 Particle board: exterior and flooring type</p>			
<p>b) SABS 1301 Particle board: interior type</p>			
<p><u>Joinery:</u></p>			
<p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p>			
<p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p>			
<p><u>Fixing</u></p>			
<p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p>			
<p><u>Decorative laminate finish:</u></p>			
<p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p>			
<p><u>ROOFS, ETC.</u></p>			
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**REFURBISHMENT OF SEALO SA HLOLO CRECHE
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Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1100mm centres, roof covering is 0,6mm "Klip-Lok Light industrial" iron sheeting on purlins. Ceilings are 6mm sheeting fibre cement ceilings on 38 x 38mm brandering.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences.

The design, manufacture and transportation of the roof trusses, bracing etc. shall be under control of a registered Engineer (in accordance with the SABS Code of Practice for the design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that the construction has been designed by a qualified Structural Engineer and that the Engineer is in possession of a capability certificate issued by the Institute for Timber Construction Trusses.

The designs must further be in accordance with SABS 0163 as well as the additional requirements of the latest Model Preambles of Trades.

The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years.

Payment of the roof construction will only be made once the two (2) required certificates have been submitted to and approved by the Project Registered Structural Engineers.

EAVES. VERGES. ETC

"Everite FC77" pressed fibre-cement

- 1 Everite medium density plain ungrooved Nutec fascia boards (Code: 040-904), size 225 x 10mm, fixed to timber rafters twice screwed with 12 x 40mm countersunk brass screws with Chromaprep fascia jointing plate between boards and at board ends.

m 50

DOORS. ETC

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	<p><u>44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding</u></p>	
2	<p>Door size 813 x 2032mm high with standard weather bar</p>	<p>No 4</p>
	<p><u>40mm Solid core interior doors with Masonite® Plain standard hardboard door panel for paint (elsewhere specified).</u></p>	
3	<p>Door size 914 x 2032mm high</p>	<p>No 4</p>

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	<u>BILL NO.2</u>			
	<u>CEILINGS . ETC.</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions:</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere			
	<u>CEILINGS ETC</u>			
	<u>"Rhino" gypsum plasterboard cornices</u>			
1	75mm Coved cornices in patches	m	100	
	<u>NAILED UP CEILINGS</u>			
	<u>6mm "Everite Nutec" fibre-cement boards with H-profile primed steel jointing cover strips over joints</u>			
2	Ceilings on existing 38 x 38mm brandering at 90deg to trusses at maximum centres of 400mm by 32mm long galvanised nails. (in patches)	m2	50	
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3 Extra over ceiling for opening for 610 x 610mm trap door of 50 x 76mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening

No

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	<u>BILL NO.3</u>			
	<u>IRONMONGERY</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded			
	<u>CATCHES.CABIN HOOKS. ETC</u>			
	<u>LOCKS</u>			
	<u>Approved</u>			
1	75mm Three lever upright mortice locket with satin chrome furniture	No	8	
	<u>PINNING BOARDS. WRITING BOARDS. PROJECTION SCREENS. ETC</u>			
2	Pinning boards 2400 x 1500mm high fixed to brickwork	No	2	
3	Vitrex system enamelled green type writing board, with wall mounted centre board 4800 x 1220mm high with chalk rail and two swing leaves each 1200 x 1220mm high plugged(Normal Chalkboards)	No	1	
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	<u>BILL NO.4</u>			
	<u>METALWORK</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	<u>WELDED SCREENS,GATES,ETC Steel gates and frames</u>			
1	Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high	No	4	
	<u>"Gunnebo SA"strongroom doors etc. suitable for 230mm walls fixed to brickwork or concrete</u>			
	<u>"Nty" steel or similar approved school windows with standard burglar bars formed of 20 x 5mm thick flat bars to all sashes</u>			
2	Window type NE7, 1022X654mm burglar bars	No	12	
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	<u>BILL NO.5</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>FLOOR TILING</u>			
	<u>300mm x 300mm ceramic floor tiles (1,4m2) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound (Tylon) and Tile spacers</u>			
1	On floors and landings	m2	100	
2	Skirting formed of ceramic tile cut to 300 x 75mm high	m	120	
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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.6</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated</p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>"Polylink" polypropylene pipes:</u></p> <p>Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints</p> <p>Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured</p> <p>Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers</p> <p>Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers</p>			
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**REFURBISHMENT OF SEALO SA HLOLO CRECHE
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Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

Vitrified clay pipes:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

uPVC pipes and fittings:

Soil, waste and vent pipes and fittings shall be solvent weld jointed

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

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Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Lead pipes and fittings

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Septic tanks

Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions

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Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steelbasins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

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REFURBISHMENT OF SEALO SA HLOLO CRECHE
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Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc

RAINWATER DISPOSAL

1	100mm Diameter rainwater pipes	m	12
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SANITARY FITTINGS ETC

2	Kitchen double bowl sink	No	1
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TRAPS ETC

3	40mm Flexi butyl rubber trap with reseal "P" trap	No	1
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4	Cobra Watertech Star 15mm chrome plated sink mixer (Code: 296) with aerated swivel spout and 400mm long flexible inlets, manufactured in accordance with SANS 226:2009 Type 1 (BS 5412). (Laboratories - prep bowls)	No	1
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FIRE APPLIANCES ETC

'Chubb'

5	4,5 kg Dry chemical powder fire extinguisher, including standard hard wood backing plugged and backing finished with one coat dark stain and two coats clear suede polyurethane varnish	No	4
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	<u>GLAZING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>GLAZING TO STEEL WITH PUTTY</u>			
1	Panels exceeding 0,1m2 and not exceeding 0,5m2	m2	2	
	<u>4mm Rough cast glass</u>			
2	Panels not exceeding 0,1m2	m2	2	
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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.8</u></p> <p><u>PAINTWORK</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>PAINTWORK ETC TO NEW WORK</u></p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><u>ON FLOATED PLASTER</u></p>			
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1	<p><u>Plascon Polvin Super Acrylic to interior new cement plaster. Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	200
2	<p><u>Plascon Polvin Super Acrylic to exterior new cement plaster (NW 105). Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 3 years in a C1 - inland environment.</u></p>	m2	20
<u>ON FIBRE-CEMENT</u>			
3	<p><u>Plascon Polvin Super Acrylic to interior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	110

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	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p>		
4	<p>On fascias and barge boards</p>	m2	65
	<p><u>ON METAL</u></p>		
	<p><u>Plascon Velvaglo Satin to interior new mild steel. Surface to be clean and dry. Remove surface contaminants using Metalcare Aquasolv Degreaser (GR 1) with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat Metalcare Mild Steel Primer (UC 501) with an overcoating time of 16 hours and finish with two coats Velvaglo Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		
5	<p>On door frames</p>	m2	35
6	<p>On windows with burglar bars</p>	m2	50
7	<p>On rails, bars, pipes, etc not exceeding 300 mm girth</p>	m	70

ON WOOD

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	<p><u>Plascon Velvagio Satin to interior new wood. Surface to be dry, sound and clean. Wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK 2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) < 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>	m2	35
8	<p>On doors</p>		
	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p>	m2	42
9	<p>On fascias and barge boards</p>		
	<p><u>Plascon Nuroof Acrylic Roof Paint to existing exterior galvanised steel. Scrub entire area with Sugar Soap solution to remove chalkiness and surface contaminants. Rinse thoroughly with tap water and allow to dry. Sand glossy materials to provide a key. Remove dust. Ensure surfaces are clean, dry and sound. Apply Plascon Galvanised Iron Primer (GIP 1) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats Nuroof Acrylic Roof Paint (TRP) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		

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Item No	Quantity	Rate	Amount
<u>SECTION NO. 4</u>			
<u>BILL NO.1</u>			
<u>PROVISIONAL SUMS</u>			
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
<u>SUPPLEMENTARY PREAMBLES</u>			
NOTE: Tenderers are referred to the definition of general attendance on nominated sub-contractors given in Clause 9 of the Preliminaries			
NOTE: Under no circumstances may any Prime Cost - Provisional Amount, etc be extended at an amount lower than the amount given in the Bill			
Carried to Collection			
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			R

**REFURBISHMENT OF SEALO SA HLOLO CRECHE
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THE FOLLOWING PROVISIONAL SUMS ARE FOR WORK TO BE EXECUTED BY SELECTED SUBCONTRACTORS

The following Provisional Sums are for specialists work to be executed by a selected Sub-contractor who upon appointment in terms of the Conditions of Contract shall be deemed to be a Domestic Sub-Contractor to the Contractor

A Selected Sub-Contractor shall be a Sub-contractor executing work for which a sum of money is provided for in the Bills of Quantities or a Sub-contractor executing additional specialist work which arises as a result of an instruction by the Principal Agent/Engineer

Tender documents for such work shall be prepared by the Principal Agent/Engineer in consultation with and to the approval of the Contractor and such tender document shall be issued by the Principal Agent/Engineer to a list of tenderers agreed upon between the Principal Agent/Engineer and Contractor. Tenders shall be submitted to the Principal Agent/Engineer

The Selected Sub-contractor shall be chosen by the Principal Agent/Engineer and the Contractor, and the Contractor shall satisfy himself that such selected sub-contractor can meet the requirements of the Sub-Contract agreement and the Contractor shall inform the Principal Agent/Engineer accordingly

The procedure relating to the method of selection, obtaining of tenders, adjudication thereof and the appointment of the Selected Sub-contractor shall not create any contractual relationship between the Client and the Selected Sub-contractor

Roof maintainance

- 1 Provide the amount of R 3 000.00 (three thousand rand) for roof maintainance by Specialists
- 2 Allow for profit on above if required
- 3 Allow for giving every facility to Specialists as described

Item

3 000.00

Item

Item

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	<u>Tank & Tank Stand</u>		
4	Provide the sum of R 25 000.00 (Twenty five thousands rands) for Tank (5 000L), Pressure pump and tank stand installations including the pressure pump cage and purification system	Item	25 000.00
5	Allow for profit on above if required	Item	
6	Allow for giving every facility to Specialists as described	Item	
	<u>Plumbing works</u>		
7	Provide the sum of R2000,00 (two thousand rand) for plumbing works etc. by Specialists	Item	2 000.00
8	Allow for profit on above if required	Item	
9	Allow for giving every facility to Specialists as described	Item	
	<u>Joinery fittings</u>		
10	Provide the sum of R 25 000 (twenty five thousand rand) for joinery fittings	Item	25 000.00
11	Allow for profit on above if required	Item	
12	Allow for giving every facility to Specialists as described	Item	
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	Carried to cluster final summary		R

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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>PRELIMINARIES</u></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><u>General</u></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein</p> <p>iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading</p> <p>iii) Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p>			
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- vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

Clause 1.1 Definition of "**Agreement**" is amended by replacing it with the following:

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

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by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

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deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

Security means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

	Fixed	Item
2	Value Related	Item
3	Time Related	Item
<u>Objective and Preparation (A2 - A14)</u>		
4	Offer, acceptance and performance (clause 2)	
	Fixed	Item
5	Value Related	Item
6	Time Related	Item

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7	Documents (clause 3) Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer "	Fixed	Item
8		Value Related	Item
9		Time Related	Item
10	Design responsibility (clause 4)	Fixed	Item
11		Value Related	Item
12		Time Related	Item
13	Employer's agents (clause 5)	Fixed	Item
14		Value Related	Item
15		Time Related	Item
16	Contractor's site representative (clause 6)	Fixed	Item
17		Value Related	Item
18		Time Related	Item

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19 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed

Item

20 Value Related

Item

21 Time Related

Item

22 Works risk (clause 8)

Fixed

Item

23 Value Related

Item

24 Time Related

Item

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25 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

Item

26 Value Related

Item

27 Time Related

Item

28 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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contractor may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed

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29		Value Related	Item	
30		Time Related	Item	
31	Liability insurances (clause 11)			
		Fixed	Item	
32		Value Related	Item	
33		Time Related	Item	
34	Effecting insurances (clause 12)			
		Fixed	Item	
35		Value Related	Item	
36		Time Related	Item	
37	No clause (clause 13)		Item	
38	Security (clause 14)			
	Clause 14.0 is amended by:-			
	i) The addition of the following clauses:-			
	Clause 14.7.3			
	"Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor "			
		Fixed	Item	
39		Value Related	Item	
40		Time Related	Item	
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Execution (A15 - A23)

41 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

42 Value Related

Item

43 Time Related

Item

44 Access to the works (clause 16)

Fixed

Item

45 Value Related

Item

46 Time Related

Item

47 Contract instructions (clause 17)

Fixed

Item

48 Value Related

Item

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49		Time Related	Item
50	Setting out of the works (clause 18)		
	<p><i>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</i></p> <p><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i></p>		
		Fixed	Item
51		Value Related	Item
52		Time Related	Item
53	Assignment (clause 19)		
		Fixed	Item
54		Value Related	Item
55		Time Related	Item
56	Nominated sub-contractors (clause 20)		
	<p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>		
		Fixed	Item
57		Value Related	Item
58		Time Related	Item

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59	Selected sub-contractors (clause 21)		
		Fixed	Item
60		Value Related	Item
61		Time Related	Item
62	Employer's direct contractors (clause 22)		
	<i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i>		
		Fixed	Item
63		Value Related	Item
64		Time Related	Item
65	Contractor's domestic sub-contractors (Clause 23)		
		Fixed	Item
66		Value Related	Item
67		Time Related	Item

COMPLETION

Completion (A24-A30)

68	Practical completion (clause 24)		
		Fixed	Item
69		Value Related	Item
70		Time Related	Item

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71	Works completion (clause 25)	Fixed	Item
72		Value Related	Item
73		Time Related	Item
74	Final completion (clause 26)	Fixed	Item
75		Value Related	Item
76		Time Related	Item
77	Latent defects liability period (clause 27)	Fixed	Item
78		Value Related	Item
79		Time Related	Item
80	Sectional completion (clause 28)	Fixed	Item
81		Value Related	Item
82		Time Related	Item

83 Revision of date of practical completion (clause 29)

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project

It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

84

Value Related

Item

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85	Time Related	Item
86	Penalty for non-completion (clause 30)	
	Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0	
	Fixed	Item
87	Value Related	Item
88	Time Related	Item
	<u>Payment (A31 - A35)</u>	
89	Interim payment to the contractor (clause 31)	
	Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due	
	Clause 31.12 is amended by deleting the following	
	Payment shall be subject to the employer giving the contractor a tax invoice for the amount due	
	Fixed	Item
90	Value Related	Item
91	Time Related	Item
92	Adjustment to the contract value (clause 32)	
	Clause 32.0	
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:	
	"due to no fault of the contractor "	
	Fixed	Item
93	Value Related	Item
94	Time Related	Item

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95	Recovery of expense and loss (clause 33)		
		Fixed	Item
96		Value Related	Item
97		Time Related	Item
98	Final account and final payment (clause 34)		
	Clause 34.0		
	Clause 34.2 is amended by inserting # next to 34.2		
	Clause 34.13 is amended by replacing "seven (7) calendar days " with "thirty (30) calendar days " and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"		
		Fixed	Item
99		Value Related	Item
100		Time Related	Item
101	Payment to other parties (clause 35)		
		Fixed	Item
102		Value Related	Item
103		Time Related	Item

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Cancellation (A36-A39)

104 Cancellation by employer - contractor's default (clause 36)

Clause 36.1 is amended by the additions of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed

Item

105 Value Related

Item

106 Time Related

Item

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107	<p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>			
		Fixed	Item	
108	Value Related		Item	
109	Time Related		Item	
110	<p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>			
		Fixed	Item	
111	Value Related		Item	
112	Time Related		Item	

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113	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"	Fixed	Item
114		Value Related	Item
115		Time Related	Item

Dispute Settlement (A40)

116	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.	Fixed	Item
117		Value Related	Item
118		Time Related	Item

State Provision (A41)

119	State Substitutions (clause 41) Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:		
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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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		Fixed	Item
120		Value Related	Item
121		Time Related	Item
	<u>Contract Variables (A41)</u>		
122	The Schedule (clause 42)		
	<i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>		
		Fixed	Item
123		Value Related	Item
124		Time Related	Item

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<u>Definition and interpretation (B1)</u>			
125	Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	Fixed	Item
126		Value Related	Item
127		Time Related	Item
<u>Documents (B2)</u>			
128	Checking of documents (B2.1) <i>These bills of quantities:</i> <i>(1) contain pages and annexes as indexed, and;</i> <i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i> <i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>	Fixed	Item
129		Value Related	Item
130		Time Related	Item
131	Provisional bills of quantities (B2.2)	Fixed	Item
132		Value Related	Item

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133		Time Related	Item
134	Availability of construction documentation (B2.3)		
	<i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i>		
		Fixed	Item
135		Value Related	Item
136		Time Related	Item
137	Interests of agents (B2.4)		
		Fixed	Item
138		Value Related	Item
139		Time Related	Item
140	Priced documents (B2.5)		
		Fixed	Item
141		Value Related	Item
142		Time Related	Item
143	Tender submission (B2.6)		
	<i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i>		
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i>		
		Fixed	Item
144		Value Related	Item
145		Time Related	Item

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<u>The site (B3)</u>		
146	Defined works area (B3.1)	
		Fixed
		Item
147		Value Related
		Item
148		Time Related
		Item
149	Geotechnical investigation (B3.2)	
		Fixed
		Item
150		Value Related
		Item
151		Time Related
		Item
152	Inspection of the site (B3.3)	
	<p><i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i></p> <p><i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i></p>	
		Fixed
		Item
153		Value Related
		Item
154		Time Related
		Item
155	Existing premises occupied (B3.4)	
		Fixed
		Item
156		Value Related
		Item
157		Time Related
		Item

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158	Previous work - dimensional accuracy (B3.5)		
	<i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>		
		Fixed	Item
159		Value Related	Item
160		Time Related	Item
161	Previous work - defects (B3.6)		
		Fixed	Item
162		Value Related	Item
163		Time Related	Item
164	Services - known (B3.7)		
		Fixed	Item
165		Value Related	Item
166		Time Related	Item
167	Services - unknown (B3.8)		
		Fixed	Item
168		Value Related	Item
169		Time Related	Item
170	Protection of trees, etc (B3.9)		
		Fixed	Item
171		Value Related	Item
172		Time Related	Item
173	Articles of value (B3.10)		
		Fixed	Item

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174		Value Related	Item
175		Time Related	Item
176	Inspection of adjoining properties, etc (B3.11)		
		Fixed	Item
177		Value Related	Item
178		Time Related	Item
	<u>Management of contract (B4)</u>		
179	Management of the works (B4.1)		
		Fixed	Item
180		Value Related	Item
181		Time Related	Item
182	Programming for the works (B4.2)		

Clause B4.2 is hereby amended by the addition of the following:

Programme:

The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.

The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.

The contractor shall ensure that the contract programme:

1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.
2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.
3. shall be in accordance with the dates given herein for possession and practical completion; and

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- 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
- 5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

Extension of time

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

	Fixed	Item
183	Value Related	Item
184	Time Related	Item

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185	Progress meetings (B4.3)		
		Fixed	Item
186		Value Related	Item
187		Time Related	Item
188	Technical meetings (B4.4)		
		Fixed	Item
189		Value Related	Item
190		Time Related	Item
191	Labour and plant records (B4.5)		
		Fixed	Item
192		Value Related	Item
193		Time Related	Item
	<u>Samples, shop drawings and manufacturer's instructions (B5)</u>		
194	Samples of materials (B5.1)		
		Fixed	Item
195		Value Related	Item
196		Time Related	Item
197	Workmanship samples (B5.2)		
		Fixed	Item
198		Value Related	Item
199		Time Related	Item
200	Shop drawings (B5.3)		
		Fixed	Item

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201		Value Related	Item
202		Time Related	Item
203	Compliance with manufacturer's instructions (B5.4)		
		Fixed	Item
204		Value Related	Item
205		Time Related	Item
	<u>Temporary works and plant (B6)</u>		
206	Deposits and fees (B6.1)		
		Fixed	Item
207		Value Related	Item
208		Time Related	Item
209	Enclosure of the works (B6.2)		
		Fixed	Item
210		Value Related	Item
211		Time Related	Item
212	Advertising (B6.3)		
		Fixed	Item
213		Value Related	Item
214		Time Related	Item
215	Plant, equipment, sheds and offices (B6.4)		
		Fixed	Item
216		Value Related	Item
217		Time Related	Item

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218	Main notice board (B6.5)		
		Fixed	Item
219		Value Related	Item
220		Time Related	Item
221	Subcontractors notice board (B6.6)		
		Fixed	Item
222		Value Related	Item
223		Time Related	Item
	<u>Temporary services (B7)</u>		
224	Location (B7.1)		
		Fixed	Item
225		Value Related	Item
226		Time Related	Item
227	Water (B7.2)		
		Fixed	Item
228		Value Related	Item
229		Time Related	Item
230	Electricity (B7.3)		
		Fixed	Item
231		Value Related	Item
232		Time Related	Item
233	Telecommunication facilities (B7.4)		
		Fixed	Item
234		Value Related	Item

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235		Time Related	Item
236	Ablution facilities (B7.5)		
		Fixed	Item
237		Value Related	Item
238		Time Related	Item
	<u>Prime cost amounts (B8)</u>		
239	Responsibility for prime cost amounts (B8.1)		
		Fixed	Item
240		Value Related	Item
241		Time Related	Item
	<u>Attendance on nominated and selected subcontractors (B9)</u>		
242	General attendance (B9.1)		
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed		
		Fixed	Item
243		Value Related	Item
244		Time Related	Item
245	Special attendance (B9.2)		
		Fixed	Item
246		Value Related	Item
247		Time Related	Item
248	Commissioning - Fuel, water and electricity (B9.3)		
		Fixed	Item
249		Value Related	Item

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250	Time Related	Item
	<u>Financial aspects (B10)</u>	
251	Statutory taxes, duties and levies (B10.1)	
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>	
	Fixed	Item
252	Value Related	Item
253	Time Related	Item
254	Payment of preliminaries (B10.2)	
	Fixed	Item
255	Value Related	Item
256	Time Related	Item
257	Adjustment of preliminaries (B10.3)	
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "	
	Fixed	Item
258	Value Related	Item
259	Time Related	Item
260	Payment certificate cash flow (B10.4)	
	Fixed	Item
261	Value Related	Item
262	Time Related	Item

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<u>General (B11)</u>			
263	Protection of works (B11.1)	Fixed	Item
264		Value Related	Item
265		Time Related	Item
266	Protection/isolation of existing/sectionally occupied works(B11.2)	Fixed	Item
267		Value Related	Item
268		Time Related	Item
269	Site security (B11.3)	Fixed	Item
270		Value Related	Item
271		Time Related	Item
272	Notice before covering work (B11.4)	Fixed	Item
273		Value Related	Item
274		Time Related	Item
275	Disturbance (B11.5)	Fixed	Item
276		Value Related	Item
277		Time Related	Item
278	Enviromental disturbance (B11.6)	Fixed	Item

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279		Time Related	Item
280		Value Related	Item
281	Works cleaning and clearing (B11.7)		
		Fixed	Item
282		Value Related	Item
283		Time Related	Item
284	Vermin (B11.8)		
		Fixed	Item
285		Value Related	Item
286		Time Related	Item
287	Overhand work (B11.9)		
		Fixed	Item
288		Value Related	Item
289		Time Related	Item
290	Instruction manuals and guarantees (B11.10)		
		Fixed	Item
291		Value Related	Item
292		Time Related	Item
293	As built information (B11.11)		
		Fixed	Item
294		Value Related	Item
295		Time Related	Item

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296	Tenant installations (B11.12)	Fixed	Item
297		Value Related	Item
298		Time Related	Item

Schedule of variables (B12)

299	Pre-tender information (B12.1)		
	This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .		
		Fixed	Item
300		Value Related	Item
301		Time Related	Item

12.1.1 Provisional bills of quantities (B12.1.1)

The quantities are provisional:
Yes

12.1.2 Availability of construction documentation (B12.1.2)

Construction documentation is complete:

12.1.3 Interest of agents (B12.1.3)
No

12.1.4 Defined works area (B12.1.4)

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site

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12.1.5 Geotechnical investigation (B12.1.5)

The geotechnical report is available for viewing at the offices of the Principal Agent

Yes

12.1.6 Existing premises occupied (B12.1.6)

[3.4] Specific requirements:
None

12.1.7 Previous work - Dimensional accuracy (B12.1.7)

[3.5] Details:
No additional details

No

12.1.8 Previous work - defects

[3.6] Details:
No additional details

12.1.9 Services - known (B12.1.9)

Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent

12.1.10 Protection of trees

[3.9] Specific requirements:
No trees to be damaged or removed except those specifically designated in writing by the Architect

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:
None

12.1.12 Enclosure of the works

[6.2] Specific requirements:
Areas where work is taking place shall at all times be blocked off by appropriate means

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12.1.13 Offices

[6.4.3] Specific requirements:

The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 Subcontractors' notice board

[6.6] A notice board is required (yes/no)
NO

Specific requirements:

12.1.16 Water

[7.2] Option A (by contractor) (yes/no)
YES

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12.1.17 Electricity

[7.3] Option A (by **contractor**) (yes/no)
YES

12.1.18 Telecommunications

[7.4] Telephone (yes/no)
YES

Facsimile (yes/no)
YES

E-mail (yes/no)
YES

12.1.19 Ablution facilities

[7.5] Option A (by **contractor**) (yes/no)
YES

Option B (by **employer**) (yes/no)
NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required (yes/no)
YES

12.1.21 Special attendance

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor (1) Details:**

Subcontractor (2) Details:

Subcontractor (3) Details:

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12.1.22 Protection of the works

[11.1] Specific requirements:
All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

12.1.23 Disturbance

[11.5] Specific requirements:
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24 Environmental disturbance

[11.6] Specific requirements:
None

302 Post-tender information (B12.2)

All post-tender information for this section will be determined once tender is awarded

Fixed

Item

303 Value Related

Item

304 Time Related

Item

12.2.1 Payment of preliminaries

[10.2] Option A (prorated) (yes/no)
YES

NO Option B (calculated) (yes/no)

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	<p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (yes/no) YES</p>			
	<p>Option B (detailed breakdown) (yes/no) NO</p>			
	<p>12.2.3 Additional agreed preliminaries items Details: None</p>			
<p>305</p>	<p>Other post tender information (B12.3) All post-tender information for this section will be determined once tender is awarded</p>			
		<p>Fixed</p>	<p>Item</p>	
<p>306</p>		<p>Value Related</p>	<p>Item</p>	
<p>307</p>		<p>Time Related</p>	<p>Item</p>	
	<p><u>SECTION C: SPECIFIC PRELIMINARIES</u> Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>			
<p>308</p>	<p>Clause C1 - Contract drawings The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p>			
		<p>Fixed</p>	<p>Item</p>	
<p>309</p>		<p>Value Related</p>	<p>Item</p>	
<p>310</p>		<p>Time Related</p>	<p>Item</p>	
	<p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES & GENERAL</p>		<p style="text-align: center;">R</p>	

311 **Clause C2 - General Preambles**

The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.

Fixed

Item

312 Value Related

Item

313 Time Related

Item

314 **Clause C3 - Site instructions**

All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only

Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book

Fixed

Item

315 Value Related

Item

316 Time Related

Item

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317	Clause C4 - Trade Names		
	Wherever a trade name for any product has been described in the bills of quantities , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
		Fixed	Item
318		Value Related	Item
319		Time Related	Item
320	Clause C5 - Overtime		
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer		
		Fixed	Item
321		Value Related	Item
322		Time Related	Item
323	Clause C6 - As-built drawings		
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records		
		Fixed	Item
324		Value Related	Item
325		Time Related	Item

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326	Clause C5 - Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day	Fixed	Item
327		Value Related	Item
328		Time Related	Item
329	Clause C6 - Plant record At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works	Fixed	Item
330		Value Related	Item
331		Time Related	Item
332	Clause C7 - Non-cession of monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract	Fixed	Item
333		Value Related	Item
334		Time Related	Item

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335 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

	Fixed	Item
336	Value Related	Item
337	Time Related	Item

338 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

	Fixed	Item
339	Value Related	Item

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340	Time Related	Item
341	Clause C10 - Commencement of Works in School Areas As the works falls within a school area the contractor must give the Principal or other responsible staff member notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	
	Fixed	Item
342	Value Related	Item
343	Time Related	Item
344	Clause C11 - Entrance Permits to School Areas As the works falls within a school area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer	
	Fixed	Item
345	Value Related	Item
346	Time Related	Item

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347	<p>Clause C12 - Security Check of Personnel</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p>	Fixed	Item
348		Value Related	Item
349		Time Related	Item

350	<p>Clause C13 - HIV/Aids Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>	Fixed	Item
351		Value Related	Item

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352	Time Related	Item
353	Clause C13.1 - Awareness Champion Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
354	Value Related	Item
355	Time Related	Item
356	Clause C13.2 - Awareness Workshop Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
357	Value Related	Item
358	Time Related	Item
359	Clause C13.3 - Posters, booklets, videos, etc. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification	
	Fixed	Item
360	Value Related	Item
361	Time Related	Item

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362	Clause C13.4 - Access to Condoms		
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification	Fixed	Item
363		Value Related	Item
364		Time Related	Item
365	Clause C13.5- Monitoring		
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification	Fixed	Item
366		Value Related	Item
367		Time Related	Item

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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>REMOVAL OF EXISTING WORK:</u></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p>			
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OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Taking out and removing doors, windows, etc from brickwork to be demolished

1	Timber single door and frame 813 x 2032mm high	No	10
---	--	----	----

2	75mm Coved cornice in patches	m	100
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Testing and Electrical fault finding

3	Removal of faulty flourescent tubes	No	4
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Taking out and removing glass and mirrors

4	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	2
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SERVICING OF DOORS AND WINDOWS

5	Replace window stays, handles and pegs (PC Amount R50-00 Vat excl supplied and delivered to site)	No	35
6	Remove door striker plate and replace with new (PC Amount R45-00 Vat excl supplied and delivered to site)	No	3

MAKING GOOD OF FINISHES ETC

Making good screed

7	Floors in patches	m2	10
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The following in excavation, backfilling of holes left after demolitions

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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.1</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Particle board:</u></p> <p>Particle board shall comply with the following specifications:</p> <p>a) SABS 1300 Particle board: exterior and flooring type</p> <p>b) SABS 1301 Particle board: interior type</p> <p><u>Joinery:</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p><u>Decorative laminate finish:</u></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p> <p><u>ROOFS, ETC.</u></p>			
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	<p>Section No. 3 BUILDING Bill No. 1 CARPENTRY AND JOINERY</p>			

Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1100mm centres, roof covering is 0,6mm "Klip-Lok Light industrial" iron sheeting on purlins. Ceilings are 6mm sheeting fibre cement ceilings on 38 x 38mm brandering.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences.

The design, manufacture and transportation of the roof trusses, bracing etc. shall be under control of a registered Engineer (in accordance with the SABS Code of Practice for the design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that the construction has been designed by a qualified Structural Engineer and that the Engineer is in possession of a capability certificate issued by the Institute for Timber Construction Trusses.

The designs must further be in accordance with SABS 0163 as well as the additional requirements of the latest Model Preambles of Trades.

The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years.

Payment of the roof construction will only be made once the two (2) required certificates have been submitted to and approved by the Project Registered Structural Engineers.

DOORS, ETC

44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding

1 Door size 813 x 2032mm high with standard weather bar

No

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2	<p><u>40mm Solid core interior doors with Masonite® Plain standard hardboard door panel for paint (elsewhere specified).</u></p> <p>Door size 914 x 2032mm high</p>	No	5	
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 WATERBERG DISTRICT**

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Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.2</u>			
	<u>CEILINGS , ETC.</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions:</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere			
	<u>CEILINGS ETC</u>			
	<u>"Rhino" gypsum plasterboard cornices</u>			
1	75mm Coved cornices	m	100	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 BUILDING Bill No. 2 CEILINGS, ETC			

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Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.3</u>			
	<u>IRONMONGERY</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded			
	<u>CATCHES.CABIN HOOKS. ETC</u>			
	<u>LOCKS</u>			
	<u>Approved</u>			
1	75mm Three lever upright mortice locket with satin chrome furniture	No	10	
	<u>PINNING BOARDS. WRITING BOARDS. PROJECTION SCREENS. ETC</u>			
2	Pinning boards 2400 x 1500mm high fixed to brickwork	No	3	
3	Vitrex system enamelled green folding type writing board, with wall mounted centre board 4800 x 1220mm high with chalk rail and two swing leaves each 1200 x 1220mm high plugged	No	1	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 BUILDING Bill No. 3 IRONMONGERY			

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Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.4</u>			
	<u>METALWORK</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
1	Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high	No	3	
	<u>"Gunnebo SA"strongroom doors etc. suitable for 230mm walls fixed to brickwork or concrete</u>			
	<u>"Nty" steel or similar approved school windows with standard burglar bars formed of 20 x 5mm thick flat bars to all sashes</u>			
2	Window type NE7, 1022X654mm burglar bars	No	19	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 BUILDING Bill No. 4 METALWORK			

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Item No		Quantity	Rate	Amount
	<p><u>SECTION No. 2</u> <u>BILL No. 5</u></p> <p><u>PLASTERING</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles see "Model Preambles For Trades"</p> <p><u>SCREEDS</u></p> <p><u>INTERNAL PLASTER</u></p> <p><u>Cement plaster on brickwork</u></p>			
1	On vertical surfaces	m2	150	
	<p>Carried Forward to Summary of Section No. 3</p> <p>Section No. 3 BUILDING Bill No. 5 PLASTERING</p>			<p>R</p>

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Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.6</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>FLOOR TILING</u>			
	<u>300mm x 300mm ceramic floor tiles (1,4m2) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound (Tylon) and Tile spacers</u>			
1	On floors and landings	m2	100	
2	Skirting formed of ceramic tile cut to 300 x 75mm high	m	170	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 BUILDING Bill No. 6 TILING			

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.7</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated</p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>"Polylink" polypropylene pipes:</u></p> <p>Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints</p> <p>Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured</p> <p>Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers</p> <p>Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers</p>			
	Carried to Collection			
	<p>Section No. 3 BUILDING Bill No. 7 PLUMBING AND DRAINAGE</p>		R	

**REFURBISHMENT OF RALESHOBA CRECHE
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Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

Vitrified clay pipes:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

uPVC pipes and fittings:

Soil, waste and vent pipes and fittings shall be solvent weld jointed

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

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Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Lead pipes and fittings

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Septic tanks

Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions

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Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steelbasins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

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**REFURBISHMENT OF RALESHOBA CRECHE
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Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc

RAINWATER DISPOSAL

0.6mm Galvanised sheet iron with "Chromadek" finish on one side

1	125 x 100mm Eaves gutters with beaded front edge	m	54
2	100mm Diameter rainwater pipes	m	12

SOIL DRAINAGE

French drains

3	French drain 1000 x 1800 mm deep x 6000 mm long		Item
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Septic tanks

4	One Pipe standard 2500 litre PVC septic tank	No	1
5	110 mm Gulley not exceeding 500mm deep	No	1

SANITARY FITTINGS ETC

6	Kitchen double bowl sink	No	1
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TRAPS ETC

7	40mm Flexi butyl rubber trap with reseal "P" trap	No	1
8	Cobra Watertech Star 15mm chrome plated sink mixer (Code: 296) with aerated swivel spout and 400mm long flexible inlets, manufactured in accordance with SANS 226:2009 Type 1 (BS 5412). (Laboratories - prep bowls)	No	1
9	50mm Pipes laid in and including trenches not exceeding 1m deep	m	50

FIRE APPLIANCES ETC

'Chubb'

10	Service 9 kg Dry chemical powder fire extinguisher, including standard hard wood backing plugged and backing finished with one coat dark stain and two coats clear suede polyurethane varnish	No	4
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	<u>GLAZING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>GLAZING TO STEEL WITH PUTTY</u>			
1	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	2	
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<p><u>BILL NO.9</u></p>			
<p><u>PAINTWORK</u></p>			
<p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p>			
<p><u>PAINTWORK ETC TO NEW WORK</u></p>			
<p><u>PREPARATORY WORK TO EXISTING WORK</u></p>			
<p><u>Previously painted plastered surfaces</u></p>			
<p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p>			
<p><u>Previously painted metal surfaces</u></p>			
<p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
<p><u>Previously painted wood surfaces</u></p>			
<p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p>			
<p><u>ON FLOATED PLASTER</u></p>			
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1	<p><u>Plascon Polvin Super Acrylic to interior new cement plaster. Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	200
2	<p><u>Plascon Polvin Super Acrylic to exterior new cement plaster (NW 105). Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 3 years in a C1 - inland environment.</u></p>	m2	20
3	<p><u>Plascon Polvin Super Acrylic to interior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	150

ON FIBRE-CEMENT

ON METAL

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Plascon Velvagio Satin to interior new mild steel. Surface to be clean and dry. Remove surface contaminants using Metalcare Aquasolv Degreaser (GR 1) with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat Metalcare Mild Steel Primer (UC 501) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.

4	On door frames	m2	35
5	On windows with burglar bars	m2	50
6	On rails, bars, pipes, etc not exceeding 300 mm girth	m	70

ON WOOD

Plascon Velvagio Satin to interior new wood. Surface to be dry, sound and clean. Wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK 2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) < 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.

7	On doors	m2	35
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Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.

8	On fascias and barge boards	m2	42
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 Bill No. 9
 PAINTWORK

Plascon Nuroof Acrylic Roof Paint to existing exterior galvanised steel. Scrub entire area with Sugar Soap solution to remove chalkiness and surface contaminants. Rinse thoroughly with tap water and allow to dry. Sand glossy materials to provide a key. Remove dust. Ensure surfaces are clean, dry and sound. Apply Plascon Galvanised Iron Primer (GIP 1) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats Nuroof Acrylic Roof Paint (TRP) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.

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	<u>BILL NO. 1</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>RAMP</u>			
	<u>Compaction of surfaces</u>			
1	Compaction of ground surface under ramp including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	4	
	<u>25MPa/19mm concrete</u>			
2	Ramp cast in panels to falls	m3	1	
	<u>Finishing top surfaces of concrete smooth with a wood float</u>			
3	Ramp to falls	m2	4	
	<u>Smooth formwork to sides</u>			
4	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	4	
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	<p><u>SECTION NO. 5</u></p> <p><u>BILL NO.1</u></p> <p><u>PROVISIONAL SUMS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>NOTE: Tenderers are referred to the definition of general attendance on nominated sub-contractors given in Clause 9 of the Preliminaries</p> <p>NOTE: Under no circumstances may any Prime Cost - Provisional Amount, etc be extended at an amount lower than the amount given in the Bill</p>			
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**REFURBISHMENT OF RALESHOBA CRECHE
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THE FOLLOWING PROVISIONAL SUMS ARE FOR WORK TO BE EXECUTED BY SELECTED SUBCONTRACTORS

The following Provisional Sums are for specialists work to be executed by a selected Sub-contractor who upon appointment in terms of the Conditions of Contract shall be deemed to be a Domestic Sub-Contractor to the Contractor

A Selected Sub-Contractor shall be a Sub-contractor executing work for which a sum of money is provided for in the Bills of Quantities or a Sub-contractor executing additional specialist work which arises as a result of an instruction by the Principal Agent/Engineer

Tender documents for such work shall be prepared by the Principal Agent/Engineer in consultation with and to the approval of the Contractor and such tender document shall be issued by the Principal Agent/Engineer to a list of tenderers agreed upon between the Principal Agent/Engineer and Contractor. Tenders shall be submitted to the Principal Agent/Engineer

The Selected Sub-contractor shall be chosen by the Principal Agent/Engineer and the Contractor, and the Contractor shall satisfy himself that such selected sub-contractor can meet the requirements of the Sub-Contract agreement and the Contractor shall inform the Principal Agent/Engineer accordingly

The procedure relating to the method of selection, obtaining of tenders, adjudication thereof and the appointment of the Selected Sub-contractor shall not create any contractual relationship between the Client and the Selected Sub-contractor

Roof maintainance

- 1 Provide the amount of R 3 000.00 (three thousand rand) for roof maintainance by Specialists
- 2 Allow for profit on above if required
- 3 Allow for giving every facility to Specialists as described

Item

3 000.00

Item

Item

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PROVISIONAL SUMS

Tank & Tank Stand

- 4 Provide the sum of R 25 000.00 (Twenty five thousands rands) for Tank (5 000L), Pressure pump and tank stand installations including the pressure pump cage and purification system
- 5 Allow for profit on above if required
- 6 Allow for giving every facility to Specialists as described

Item

25 000.00

Item

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 PROVISIONAL SUMS

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	RALESHOBA PRE-SCHOOL AND CRECHE ECD SUB TOTAL (VAT excl). CARRIED TO CLUSTER SUMMARY		R
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Item No	Quantity	Rate	Amount
<u>SECTION NO 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>PRELIMINARIES</u>			
All prices/rates to be net, excluding Value Added Tax			
<u>General</u>			
i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005			
ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
iii) Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
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- vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

Clause 1.1 Definition of "**Agreement**" is amended by replacing it with the following:

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

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by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

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deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

Security means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

	Fixed	Item
2	Value Related	Item
3	Time Related	Item
<u>Objective and Preparation (A2 - A14)</u>		
4	Offer, acceptance and performance (clause 2)	
	Fixed	Item
5	Value Related	Item
6	Time Related	Item

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7	Documents (clause 3) Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer "	Fixed	Item
8		Value Related	Item
9		Time Related	Item
10	Design responsibility (clause 4)	Fixed	Item
11		Value Related	Item
12		Time Related	Item
13	Employer's agents (clause 5)	Fixed	Item
14		Value Related	Item
15		Time Related	Item
16	Contractor's site representative (clause 6)	Fixed	Item
17		Value Related	Item
18		Time Related	Item

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19 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed

Item

20 Value Related

Item

21 Time Related

Item

22 Works risk (clause 8)

Fixed

Item

23 Value Related

Item

24 Time Related

Item

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25 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

Item

26 Value Related

Item

27 Time Related

Item

28 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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contractor may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed

Item

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29		Value Related	Item	
30		Time Related	Item	
31	Liability insurances (clause 11)			
		Fixed	Item	
32		Value Related	Item	
33		Time Related	Item	
34	Effecting insurances (clause 12)			
		Fixed	Item	
35		Value Related	Item	
36		Time Related	Item	
37	No clause (clause 13)		Item	
38	Security (clause 14)			
	Clause 14.0 is amended by:-			
	i) The addition of the following clauses:-			
	Clause 14.7.3			
	"Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor "			
		Fixed	Item	
39		Value Related	Item	
40		Time Related	Item	
		Carried to Collection		
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Execution (A15 - A23)

41 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

42 Value Related

Item

43 Time Related

Item

44 Access to the works (clause 16)

Fixed

Item

45 Value Related

Item

46 Time Related

Item

47 Contract instructions (clause 17)

Fixed

Item

48 Value Related

Item

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49		Time Related	Item
50	Setting out of the works (clause 18)		
	<i>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</i>		
	<i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i>		
		Fixed	Item
51		Value Related	Item
52		Time Related	Item
53	Assignment (clause 19)		
		Fixed	Item
54		Value Related	Item
55		Time Related	Item
56	Nominated sub-contractors (clause 20)		
	Clause 20.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No Clause		
		Fixed	Item
57		Value Related	Item
58		Time Related	Item

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59	Selected sub-contractors (clause 21)		
		Fixed	Item
60		Value Related	Item
61		Time Related	Item
62	Employer's direct contractors (clause 22)		
	<i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i>		
		Fixed	Item
63		Value Related	Item
64		Time Related	Item
65	Contractor's domestic sub-contractors (Clause 23)		
		Fixed	Item
66		Value Related	Item
67		Time Related	Item

COMPLETION

Completion (A24-A30)

68	Practical completion (clause 24)		
		Fixed	Item
69		Value Related	Item
70		Time Related	Item

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71	Works completion (clause 25)		
		Fixed	Item
72		Value Related	Item
73		Time Related	Item
74	Final completion (clause 26)		
		Fixed	Item
75		Value Related	Item
76		Time Related	Item
77	Latent defects liability period (clause 27)		
		Fixed	Item
78		Value Related	Item
79		Time Related	Item
80	Sectional completion (clause 28)		
		Fixed	Item
81		Value Related	Item
82		Time Related	Item
83	Revision of date of practical completion (clause 29)		
	Clause 29.1.1 shall be deemed to be omitted and replaced by the following:		
	Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project		
	It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above		
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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

84

Value Related

Item

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85	Time Related	Item
86	Penalty for non-completion (clause 30)	
	Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0	
	Fixed	Item
87	Value Related	Item
88	Time Related	Item
	<u>Payment (A31 - A35)</u>	
89	Interim payment to the contractor (clause 31)	
	Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due	
	Clause 31.12 is amended by deleting the following	
	Payment shall be subject to the employer giving the contractor a tax invoice for the amount due	
	Fixed	Item
90	Value Related	Item
91	Time Related	Item
92	Adjustment to the contract value (clause 32)	
	Clause 32.0	
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:	
	"due to no fault of the contractor "	
	Fixed	Item
93	Value Related	Item
94	Time Related	Item

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95	Recovery of expense and loss (clause 33)		
		Fixed	Item
96		Value Related	Item
97		Time Related	Item
98	Final account and final payment (clause 34)		
	Clause 34.0		
	Clause 34.2 is amended by inserting # next to 34.2		
	Clause 34.13 is amended by replacing "seven (7) calendar days " with "thirty (30) calendar days " and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"		
		Fixed	Item
99		Value Related	Item
100		Time Related	Item
101	Payment to other parties (clause 35)		
		Fixed	Item
102		Value Related	Item
103		Time Related	Item

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Cancellation (A36-A39)

104 Cancellation by employer - contractor's default (clause 36)

Clause 36.1 is amended by the additions of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

	Fixed	Item
105	Value Related	Item
106	Time Related	Item

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107	<p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>	Fixed	Item
108		Value Related	Item
109		Time Related	Item
110	<p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>	Fixed	Item
111		Value Related	Item
112		Time Related	Item

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113	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"	Fixed	Item
114		Value Related	Item
115		Time Related	Item

Dispute Settlement (A40)

116	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.	Fixed	Item
117		Value Related	Item
118		Time Related	Item

State Provision (A41)

119	State Substitutions (clause 41) Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:		
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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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		Fixed	Item
120		Value Related	Item
121		Time Related	Item
	<u>Contract Variables (A41)</u>		
122	The Schedule (clause 42)		
	<i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>		
		Fixed	Item
123		Value Related	Item
124		Time Related	Item

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<u>Definition and interpretation (B1)</u>			
125	Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	Fixed	Item
126		Value Related	Item
127		Time Related	Item
<u>Documents (B2)</u>			
128	Checking of documents (B2.1) <i>These bills of quantities:</i> <i>(1) contain pages and annexes as indexed, and;</i> <i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i> <i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>	Fixed	Item
129		Value Related	Item
130		Time Related	Item
131	Provisional bills of quantities (B2.2)	Fixed	Item
132		Value Related	Item

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133		Time Related	Item
134	Availability of construction documentation (B2.3)		
	<i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i>		
		Fixed	Item
135		Value Related	Item
136		Time Related	Item
137	Interests of agents (B2.4)		
		Fixed	Item
138		Value Related	Item
139		Time Related	Item
140	Priced documents (B2.5)		
		Fixed	Item
141		Value Related	Item
142		Time Related	Item
143	Tender submission (B2.6)		
	<i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i>		
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i>		
		Fixed	Item
144		Value Related	Item
145		Time Related	Item

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<u>The site (B3)</u>		
146	Defined works area (B3.1)	
		Fixed
		Item
147		Value Related
		Item
148		Time Related
		Item
149	Geotechnical investigation (B3.2)	
		Fixed
		Item
150		Value Related
		Item
151		Time Related
		Item
152	Inspection of the site (B3.3)	
	<p><i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i></p> <p><i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i></p>	
		Fixed
		Item
153		Value Related
		Item
154		Time Related
		Item
155	Existing premises occupied (B3.4)	
		Fixed
		Item
156		Value Related
		Item
157		Time Related
		Item

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158	Previous work - dimensional accuracy (B3.5)		
	<i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>		
		Fixed	Item
159		Value Related	Item
160		Time Related	Item
161	Previous work - defects (B3.6)		
		Fixed	Item
162		Value Related	Item
163		Time Related	Item
164	Services - known (B3.7)		
		Fixed	Item
165		Value Related	Item
166		Time Related	Item
167	Services - unknown (B3.8)		
		Fixed	Item
168		Value Related	Item
169		Time Related	Item
170	Protection of trees, etc (B3.9)		
		Fixed	Item
171		Value Related	Item
172		Time Related	Item
173	Articles of value (B3.10)		
		Fixed	Item

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174		Value Related	Item
175		Time Related	Item
176	Inspection of adjoining properties, etc (B3.11)		
		Fixed	Item
177		Value Related	Item
178		Time Related	Item
	<u>Management of contract (B4)</u>		
179	Management of the works (B4.1)		
		Fixed	Item
180		Value Related	Item
181		Time Related	Item
182	Programming for the works (B4.2)		

Clause B4.2 is hereby amended by the addition of the following:

Programme:

The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.

The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.

The contractor shall ensure that the contract programme:

1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.
2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.
3. shall be in accordance with the dates given herein for possession and practical completion; and

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- 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
- 5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

Extension of time

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

	Fixed	Item
183	Value Related	Item
184	Time Related	Item

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185	Progress meetings (B4.3)		
		Fixed	Item
186		Value Related	Item
187		Time Related	Item
188	Technical meetings (B4.4)		
		Fixed	Item
189		Value Related	Item
190		Time Related	Item
191	Labour and plant records (B4.5)		
		Fixed	Item
192		Value Related	Item
193		Time Related	Item
	<u>Samples, shop drawings and manufacturer's instructions (B5)</u>		
194	Samples of materials (B5.1)		
		Fixed	Item
195		Value Related	Item
196		Time Related	Item
197	Workmanship samples (B5.2)		
		Fixed	Item
198		Value Related	Item
199		Time Related	Item
200	Shop drawings (B5.3)		
		Fixed	Item

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201		Value Related	Item
202		Time Related	Item
203	Compliance with manufacturer's instructions (B5.4)		
		Fixed	Item
204		Value Related	Item
205		Time Related	Item
	<u>Temporary works and plant (B6)</u>		
206	Deposits and fees (B6.1)		
		Fixed	Item
207		Value Related	Item
208		Time Related	Item
209	Enclosure of the works (B6.2)		
		Fixed	Item
210		Value Related	Item
211		Time Related	Item
212	Advertising (B6.3)		
		Fixed	Item
213		Value Related	Item
214		Time Related	Item
215	Plant, equipment, sheds and offices (B6.4)		
		Fixed	Item
216		Value Related	Item
217		Time Related	Item

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218	Main notice board (B6.5)		
		Fixed	Item
219		Value Related	Item
220		Time Related	Item
221	Subcontractors notice board (B6.6)		
		Fixed	Item
222		Value Related	Item
223		Time Related	Item
	<u>Temporary services (B7)</u>		
224	Location (B7.1)		
		Fixed	Item
225		Value Related	Item
226		Time Related	Item
227	Water (B7.2)		
		Fixed	Item
228		Value Related	Item
229		Time Related	Item
230	Electricity (B7.3)		
		Fixed	Item
231		Value Related	Item
232		Time Related	Item
233	Telecommunication facilities (B7.4)		
		Fixed	Item
234		Value Related	Item

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235		Time Related	Item
236	Ablution facilities (B7.5)		
		Fixed	Item
237		Value Related	Item
238		Time Related	Item
	<u>Prime cost amounts (B8)</u>		
239	Responsibility for prime cost amounts (B8.1)		
		Fixed	Item
240		Value Related	Item
241		Time Related	Item
	<u>Attendance on nominated and selected subcontractors (B9)</u>		
242	General attendance (B9.1)		
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed		
		Fixed	Item
243		Value Related	Item
244		Time Related	Item
245	Special attendance (B9.2)		
		Fixed	Item
246		Value Related	Item
247		Time Related	Item
248	Commissioning - Fuel, water and electricity (B9.3)		
		Fixed	Item
249		Value Related	Item

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250		Time Related	Item
	<u>Financial aspects (B10)</u>		
251	Statutory taxes, duties and levies (B10.1)		
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>		
		Fixed	Item
252		Value Related	Item
253		Time Related	Item
254	Payment of preliminaries (B10.2)		
		Fixed	Item
255		Value Related	Item
256		Time Related	Item
257	Adjustment of preliminaries (B10.3)		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "		
		Fixed	Item
258		Value Related	Item
259		Time Related	Item
260	Payment certificate cash flow (B10.4)		
		Fixed	Item
261		Value Related	Item
262		Time Related	Item

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<u>General (B11)</u>			
263	Protection of works (B11.1)	Fixed	Item
264		Value Related	Item
265		Time Related	Item
266	Protection/isolation of existing/sectionally occupied works(B11.2)	Fixed	Item
267		Value Related	Item
268		Time Related	Item
269	Site security (B11.3)	Fixed	Item
270		Value Related	Item
271		Time Related	Item
272	Notice before covering work (B11.4)	Fixed	Item
273		Value Related	Item
274		Time Related	Item
275	Disturbance (B11.5)	Fixed	Item
276		Value Related	Item
277		Time Related	Item
278	Enviromental disturbance (B11.6)	Fixed	Item

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279		Time Related	Item
280		Value Related	Item
281	Works cleaning and clearing (B11.7)		
		Fixed	Item
282		Value Related	Item
283		Time Related	Item
284	Vermin (B11.8)		
		Fixed	Item
285		Value Related	Item
286		Time Related	Item
287	Overhand work (B11.9)		
		Fixed	Item
288		Value Related	Item
289		Time Related	Item
290	Instruction manuals and guarantees (B11.10)		
		Fixed	Item
291		Value Related	Item
292		Time Related	Item
293	As built information (B11.11)		
		Fixed	Item
294		Value Related	Item
295		Time Related	Item

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296	Tenant installations (B11.12)	Fixed	Item
297		Value Related	Item
298		Time Related	Item

Schedule of variables (B12)

299	Pre-tender information (B12.1)		
	This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .		
		Fixed	Item
300		Value Related	Item
301		Time Related	Item

12.1.1 Provisional bills of quantities (B12.1.1)

The quantities are provisional:
Yes

12.1.2 Availability of construction documentation (B12.1.2)

Construction documentation is complete:

12.1.3 Interest of agents (B12.1.3)
No

12.1.4 Defined works area (B12.1.4)

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site

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12.1.5 Geotechnical investigation (B12.1.5)

The geotechnical report is available for viewing at the offices of the Principal Agent

Yes

12.1.6 Existing premises occupied (B12.1.6)

[3.4] Specific requirements:
None

12.1.7 Previous work - Dimensional accuracy (B12.1.7)

[3.5] Details:
No additional details

No

12.1.8 Previous work - defects

[3.6] Details:
No additional details

12.1.9 Services - known (B12.1.9)

Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent

12.1.10 Protection of trees

[3.9] Specific requirements:
No trees to be damaged or removed except those specifically designated in writing by the Architect

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:
None

12.1.12 Enclosure of the works

[6.2] Specific requirements:
Areas where work is taking place shall at all times be blocked off by appropriate means

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12.1.13 Offices

[6.4.3] Specific requirements:

The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 Subcontractors' notice board

[6.6] A notice board is required (yes/no)
NO

Specific requirements:

12.1.16 Water

[7.2] Option A (by contractor) (yes/no)
YES

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12.1.17 Electricity

[7.3] Option A (by **contractor**) (yes/no)
YES

12.1.18 Telecommunications

[7.4] Telephone (yes/no)
YES

Facsimile (yes/no)
YES

E-mail (yes/no)
YES

12.1.19 Ablution facilities

[7.5] Option A (by **contractor**) (yes/no)
YES

Option B (by **employer**) (yes/no)
NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required (yes/no)
YES

12.1.21 Special attendance

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor (1) Details:**

Subcontractor (2) Details:

Subcontractor (3) Details:

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12.1.22 Protection of the works

[11.1] Specific requirements:
 All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

12.1.23 Disturbance

[11.5] Specific requirements:
 The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24 Environmental disturbance

[11.6] Specific requirements:
 None

302 Post-tender information (B12.2)

All post-tender information for this section will be determined once tender is awarded

	Fixed	Item
303	Value Related	Item
304	Time Related	Item

12.2.1 Payment of preliminaries

[10.2] Option A (prorated) (yes/no)
 YES

NO Option B (calculated) (yes/no)

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	<p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (yes/no) YES</p>		
	<p>Option B (detailed breakdown) (yes/no) NO</p>		
	<p>12.2.3 Additional agreed preliminaries items Details: None</p>		
305	Other post tender information (B12.3)		
	<p>All post-tender information for this section will be determined once tender is awarded</p>		
		Fixed	Item
306		Value Related	Item
307		Time Related	Item
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>		
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item		
308	<p>Clause C1 - Contract drawings</p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p>		
		Fixed	Item
309		Value Related	Item
310		Time Related	Item
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311	<p>Clause C2 - General Preambles</p> <p>The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p style="text-align: right;">Fixed</p>	Item
312	Value Related	Item
313	Time Related	Item
314	<p>Clause C3 - Site instructions</p> <p>All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only</p> <p>Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book</p> <p style="text-align: right;">Fixed</p>	Item
315	Value Related	Item
316	Time Related	Item

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317	Clause C4 - Trade Names		
	Wherever a trade name for any product has been described in the bills of quantities , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
		Fixed	Item
318		Value Related	Item
319		Time Related	Item
320	Clause C5 - Overtime		
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer		
		Fixed	Item
321		Value Related	Item
322		Time Related	Item
323	Clause C6 - As-built drawings		
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records		
		Fixed	Item
324		Value Related	Item
325		Time Related	Item

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326	Clause C5 - Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day	Fixed	Item
327		Value Related	Item
328		Time Related	Item
329	Clause C6 - Plant record At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works	Fixed	Item
330		Value Related	Item
331		Time Related	Item
332	Clause C7 - Non-cession of monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract	Fixed	Item
333		Value Related	Item
334		Time Related	Item

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335 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

	Fixed	Item
336	Value Related	Item
337	Time Related	Item

338 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

	Fixed	Item
339	Value Related	Item

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340	Time Related	Item
341	Clause C10 - Commencement of Works in School Areas As the works falls within a school area the contractor must give the Principal or other responsible staff member notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	
	Fixed	Item
342	Value Related	Item
343	Time Related	Item
344	Clause C11 - Entrance Permits to School Areas As the works falls within a school area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer	
	Fixed	Item
345	Value Related	Item
346	Time Related	Item

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347 **Clause C12 - Security Check of Personnel**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed

Item

348 Value Related

Item

349 Time Related

Item

350 **Clause C13 - HIV/Aids Awareness**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

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351 Value Related

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352		Time Related	Item
353	Clause C13.1 - Awareness Champion		
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification		
		Fixed	Item
354		Value Related	Item
355		Time Related	Item
356	Clause C13.2 - Awareness Workshop		
	Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification		
		Fixed	Item
357		Value Related	Item
358		Time Related	Item
359	Clause C13.3 - Posters, booklets, videos, etc.		
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification		
		Fixed	Item
360		Value Related	Item
361		Time Related	Item

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362	Clause C13.4 - Access to Condoms		
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification		
		Fixed	Item
363		Value Related	Item
364		Time Related	Item
365	Clause C13.5- Monitoring		
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification		
		Fixed	Item
366		Value Related	Item
367		Time Related	Item

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	<p><u>SECTION NO.2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>REMOVAL OF EXISTING WORK:</u></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materilas for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p>			
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OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Taking out and removing doors, windows, etc from brickwork to be demolished

1	Timber single door and frame 813 x 2032mm high	No	11
2	Timber double door size 1620X2032mm	No	2
3	Nailed ceilings in patches including preparing existing branderings for new ceilings (e/m)	m2	2

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

4	Fibre cement fascias, barge boards, etc.	m	50
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5	125 x 100mm Eaves gutters with beaded front edge	m	50	
	<u>Testing and Electrical fault finding</u>			
6	Removal of faulty fluorescent tubes	No	4	
	<u>Taking out and removing sundry joinery work, fittings, etc</u>			
7	Skirtings	m	60	
8	Kitchen unit 9m x 1.5 m high	No	1	
9	Storage shelves 1.9m x 1.5 m high	No	2	
10	Pinning boards 2400 x 1500mm high fixed to brickwork	No	3	
11	Vitrex system enamelled green type writing board, with wall mounted centre board 4800 x 1220mm	No	4	
	<u>Taking out and removing sanitary fittings, tanks ,geysers etc</u>			
12	Complete WC	No	4	
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>			
13	300 x 300 x 11,5mm vinyl floor tiles	m2	80	
	<u>Taking out and removing glass and mirrors</u>			
14	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	4	
	<u>SERVICING OF DOORS AND WINDOWS</u>			
15	Replace window stays, handles and pegs (PC Amount R50-00 Vat excl supplied and delivered to site)	No	60	
16	Remove door striker plate and replace with new (PC Amount R45-00 Vat excl supplied and delivered to site)	No	3	
17	Tighten window to close properly	No	1	

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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.1</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Particle board:</u></p> <p>Particle board shall comply with the following specifications:</p> <p>a) SABS 1300 Particle board: exterior and flooring type</p> <p>b) SABS 1301 Particle board: interior type</p> <p><u>Joinery:</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p><u>Decorative laminate finish:</u></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p> <p><u>ROOFS, ETC.</u></p>			
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	<p>Section No. 3 BUILDING Bill No. 1 CARPENTRY AND JOINERY</p>			

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Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1100mm centres, roof covering is 0,6mm "Klip-Lok Light industrial" iron sheeting on purlins. Ceilings are 6mm sheeting fibre cement ceilings on 38 x 38mm brandering.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences.

The design, manufacture and transportation of the roof trusses, bracing etc. shall be under control of a registered Engineer (in accordance with the SABS Code of Practice for the design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that the construction has been designed by a qualified Structural Engineer and that the Engineer is in possession of a capability certificate issued by the Institute for Timber Construction Trusses.

The designs must further be in accordance with SABS 0163 as well as the additional requirements of the latest Model Preambles of Trades.

The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years.

Payment of the roof construction will only be made once the two (2) required certificates have been submitted to and approved by the Project Registered Structural Engineers.

EAVES. VERGES. ETC

"Everite FC77" pressed fibre-cement

- 1 Everite medium density plain ungrooved Nutec fascia boards (Code: 040-904), size 225 x 10mm, fixed to timber rafters twice screwed with 12 x 40mm countersunk brass screws with Chromaprep fascia jointing plate between boards and at board ends.

m 50

DOORS. ETC

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	<u>44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding</u>		
2	Door size 813 x 2032mm high with standard weather bar	No	9
3	Double door size 1613 x 2032mm high with equal leaves and rebated meeting stiles and incl. weatherboard	No	2
	<u>40mm Solid core interior doors with Masonite® Plain standard hardboard door panel for paint (elsewhere specified).</u>		
4	Door size 914 x 2032mm high	No	2

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<u>BILL NO.2</u>			
<u>CEILINGS . ETC.</u>			
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Descriptions:</u>			
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere			
<u>NAILED UP CEILINGS</u>			
<u>6mm "Everite Nutec" fibre-cement boards with H-profile primed steel jointing cover strips over joints</u>			
1	Ceilings on existing 38 x 38mm brander at 90deg to trusses at maximum centres of 400mm by 32mm long galvanised nails. (in patches)	m2	2
2	Extra over ceiling for opening for 610 x 610mm trap door of 50 x 76mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	2
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	<u>BILL NO. 3</u>			
	<u>IRONMONGERY</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded			
	<u>LOCKS</u>			
	<u>Approved</u>			
1	75mm Three lever upright mortice lockset with satin chrome furniture	No	13	
	<u>PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC</u>			
2	Pinning boards 2400 x 1500mm high fixed to brickwork	No	2	
3	Vitrex system enamelled green folding type writing board, with wall mounted centre board 4800 x 1220mm high with chalk rail and two swing leaves each 1200 x 1220mm high plugged	No	2	
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	<u>BILL NO.4</u>			
	<u>METALWORK</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
1	Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high	No	3	
	<u>"Gunnebo SA"strongroom doors etc. suitable for 230mm walls fixed to brickwork or concrete</u>			
	<u>"Nty" steel or similar approved school windows with standard burglar bars formed of 20 x 5mm thick flat bars to all sashes</u>			
2	Window type NE7, 1022X654mm burglar bars	No	4	
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	<u>BILL NO.5</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>FLOOR TILING</u>			
	<u>300mm x 300mm ceramic floor tiles (1,4m2) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound (Tylon) and Tile spacers</u>			
1	On floors and landings	m2	100	
2	Skirting formed of ceramic tile cut to 300 x 75mm high	m	130	
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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.6</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated</p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>"Polylink" polypropylene pipes:</u></p> <p>Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints</p> <p>Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured</p> <p>Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers</p> <p>Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers</p>			
	Carried to Collection			
	<p>Section No. 3 BUILDING Bill No. 6 PLUMBING AND DRAINAGE</p>		R	

**REFURBISHMENT OF PHAGAMENG CRECHE
WATERBERG DISTRICT**

Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

Vitrified clay pipes:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

uPVC pipes and fittings:

Soil, waste and vent pipes and fittings shall be solvent weld jointed

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

Carried to Collection

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**REFURBISHMENT OF PHAGAMENG CRECHE
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Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Lead pipes and fittings

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Septic tanks

Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions

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Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steelbasins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

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R

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Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc

RAINWATER DISPOSAL

0,6mm Galvanised sheet iron with "Chromadek" finish on one side

1	125 x 100mm Eaves gutters with beaded front edge	m	75
2	100mm Diameter rainwater pipes	m	12

SOIL DRAINAGE

SANITARY FITTINGS ETC

3	Kitchen double bowl sink <u>"Vaal"</u>	No	1
4	Junior (Kids) 9 litre cistern	No	9
5	Junior toilet seat covers	No	7
6	White vitreous china "Daisy" semi-close coupled 90 degree outlet open rim washdown pan (code 774000) and matching 9 litre cistern (code 710034) complete with lid, fitments and flush pipe elbow and conversion bend (code 710044) and "deluxe" toilet seat	No	4

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REFURBISHMENT OF PHAGAMENG CRECHE
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TRAPS ETC

7	40mm Flexi butyl rubber trap with reseal "P" trap	No	1
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TAPS, VALVES, ETC

8	Chrome basin mixer tap	No	2
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9	Cobra Watertech Star 15mm chrome plated sink mixer (Code: 296) with aerated swivel spout and 400mm long flexible inlets, manufactured in accordance with SANS 226:2009 Type 1 (BS 5412). (Laboratories - prep bowls)	No	1
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FIRE APPLIANCES ETC

'Chubb'

10	Service 9 kg Dry chemical powder fire extinguisher, including standard hard wood backing plugged and backing finished with one coat dark stain and two coats clear suede polyurethane varnish	No	4
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 WATERBERG DISTRICT

Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.7</u>			
	<u>GLAZING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>GLAZING TO STEEL WITH PUTTY</u>			
1	Panels exceeding 0,1m2 and not exceeding 0,5m2	m2	2	
	Carried Forward to Summary of Section No. 3			
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Item No	Quantity	Rate	Amount
<p><u>SECTION NO.3</u></p>			
<p><u>BILL NO.8</u></p>			
<p><u>PAINTWORK</u></p>			
<p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p>			
<p><u>PAINTWORK ETC TO NEW WORK</u></p>			
<p><u>PREPARATORY WORK TO EXISTING WORK</u></p>			
<p><u>Previously painted plastered surfaces</u></p>			
<p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p>			
<p><u>Previously painted metal surfaces</u></p>			
<p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
<p><u>Previously painted wood surfaces</u></p>			
<p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p>			
<p><u>ON FLOATED PLASTER</u></p>			
<p>Carried to Collection</p>			
<p>Section No. 3 BUILDING Bill No. 8 PAINTWORK</p>			
			R

1	<p><u>Plascon Polvin Super Acrylic to interior new cement plaster. Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	200
2	<p><u>Plascon Polvin Super Acrylic to exterior new cement plaster (NW 105). Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 3 years in a C1 - inland environment.</u></p>	m2	20
<p><u>ON FIBRE-CEMENT</u></p>			
3	<p><u>Plascon Polvin Super Acrylic to interior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	200

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 PAINTWORK

4	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p> <p>On fascias and barge boards</p>	m2	72
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ON METAL

	<p><u>Plascon Velvaglo Satin to interior new mild steel. Surface to be clean and dry. Remove surface contaminants using Metalcare Aquasolv Degreaser (GR 1) with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat Metalcare Mild Steel Primer (UC 501) with an overcoating time of 16 hours and finish with two coats Velvaglo Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		
5	On door frames	m2	35
6	On windows with burglar bars	m2	50
7	On rails, bars, pipes, etc not exceeding 300 mm girth	m	70

ON WOOD

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	<p><u>Plascon Velvagio Satin to interior new wood. Surface to be dry, sound and clean. Wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK 2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) < 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>	m2	35
8	<p>On doors</p>		
	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p>	m2	42
9	<p>On fascias and barge boards</p>		
	<p><u>Plascon Nuroof Acrylic Roof Paint to existing exterior galvanised steel. Scrub entire area with Sugar Soap solution to remove chalkiness and surface contaminants. Rinse thoroughly with tap water and allow to dry. Sand glossy materials to provide a key. Remove dust. Ensure surfaces are clean, dry and sound. Apply Plascon Galvanised Iron Primer (GIP 1) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats Nuroof Acrylic Roof Paint (TRP) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		

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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 4</u></p> <p><u>BILL NO.1</u></p> <p><u>PROVISIONAL SUMS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>NOTE: Tenderers are referred to the definition of general attendance on nominated sub-contractors given in Clause 9 of the Preliminaries</p> <p>NOTE: Under no circumstances may any Prime Cost - Provisional Amount, etc be extended at an amount lower than the amount given in the Bill</p>			
	Carried to Collection			
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**REFURBISHMENT OF PHAGAMENG CRECHE
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THE FOLLOWING PROVISIONAL SUMS ARE FOR WORK TO BE EXECUTED BY SELECTED SUBCONTRACTORS

The following Provisional Sums are for specialists work to be executed by a selected Sub-contractor who upon appointment in terms of the Conditions of Contract shall be deemed to be a Domestic Sub-Contractor to the Contractor

A Selected Sub-Contractor shall be a Sub-contractor executing work for which a sum of money is provided for in the Bills of Quantities or a Sub-contractor executing additional specialist work which arises as a result of an instruction by the Principal Agent/Engineer

Tender documents for such work shall be prepared by the Principal Agent/Engineer in consultation with and to the approval of the Contractor and such tender document shall be issued by the Principal Agent/Engineer to a list of tenderers agreed upon between the Principal Agent/Engineer and Contractor. Tenders shall be submitted to the Principal Agent/Engineer

The Selected Sub-contractor shall be chosen by the Principal Agent/Engineer and the Contractor, and the Contractor shall satisfy himself that such selected sub-contractor can meet the requirements of the Sub-Contract agreement and the Contractor shall inform the Principal Agent/Engineer accordingly

The procedure relating to the method of selection, obtaining of tenders, adjudication thereof and the appointment of the Selected Sub-contractor shall not create any contractual relationship between the Client and the Selected Sub-contractor

Roof maintainance

- 1 Provide the amount of R 4 000.00 (four thousand rand) for roof maintainance by Specialists
- 2 Allow for profit on above if required
- 3 Allow for giving every facility to Specialists as described

Item

4 000.00

Item

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	<u>Tank & Tank Stand</u>		
4	Provide the sum of R 5 500.00 (Five thousand five hundred rands) for pressure pump and pipe connections	Item	5 500.00
5	Allow for profit on above if required	Item	
6	Allow for giving every facility to Specialists as described	Item	
	<u>Joinery fittings</u>		
7	Provide the sum of R20 000,00 (twenty thousand rand) for joinery fittings	Item	20 000.00
8	Allow for profit on above if required	Item	
9	Allow for giving every facility to Specialists as described	Item	
	<u>Plumbing works</u>		
10	Provide the sum of R2 000,00 (two thousand rand) for plumbing works etc. by Specialists	Item	2 000.00
11	Allow for profit on above if required	Item	
12	Allow for giving every facility to Specialists as described	Item	
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Item No	Quantity	Rate	Amount
<u>SECTION NO 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>PRELIMINARIES</u>			
All prices/rates to be net, excluding Value Added Tax			
<u>General</u>			
i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005			
ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
iii) Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
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- vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

Clause 1.1 Definition of "**Agreement**" is amended by replacing it with the following:

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

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by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

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deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

Security means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

	Fixed	Item
2	Value Related	Item
3	Time Related	Item
<u>Objective and Preparation (A2 - A14)</u>		
4	Offer, acceptance and performance (clause 2)	
	Fixed	Item
5	Value Related	Item
6	Time Related	Item

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REFURBISHMENT OF HLOKOMELO CRECHE
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7	Documents (clause 3) Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer "	Fixed	Item
8		Value Related	Item
9		Time Related	Item
10	Design responsibility (clause 4)	Fixed	Item
11		Value Related	Item
12		Time Related	Item
13	Employer's agents (clause 5)	Fixed	Item
14		Value Related	Item
15		Time Related	Item
16	Contractor's site representative (clause 6)	Fixed	Item
17		Value Related	Item
18		Time Related	Item

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19 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed

Item

20 Value Related

Item

21 Time Related

Item

22 Works risk (clause 8)

Fixed

Item

23 Value Related

Item

24 Time Related

Item

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25 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

Item

26 Value Related

Item

27 Time Related

Item

28 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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contractor may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed

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29		Value Related	Item	
30		Time Related	Item	
31	Liability insurances (clause 11)			
		Fixed	Item	
32		Value Related	Item	
33		Time Related	Item	
34	Effecting insurances (clause 12)			
		Fixed	Item	
35		Value Related	Item	
36		Time Related	Item	
37	No clause (clause 13)		Item	
38	Security (clause 14)			
	Clause 14.0 is amended by:-			
	i) The addition of the following clauses:-			
	Clause 14.7.3			
	"Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor "			
		Fixed	Item	
39		Value Related	Item	
40		Time Related	Item	
		Carried to Collection		
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Execution (A15 - A23)

41 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

42 Value Related

Item

43 Time Related

Item

44 Access to the works (clause 16)

Fixed

Item

45 Value Related

Item

46 Time Related

Item

47 Contract instructions (clause 17)

Fixed

Item

48 Value Related

Item

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49		Time Related	Item
50	Setting out of the works (clause 18)		
	<p><i>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</i></p> <p><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i></p>		
		Fixed	Item
51		Value Related	Item
52		Time Related	Item
53	Assignment (clause 19)		
		Fixed	Item
54		Value Related	Item
55		Time Related	Item
56	Nominated sub-contractors (clause 20)		
	<p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>		
		Fixed	Item
57		Value Related	Item
58		Time Related	Item

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59	Selected sub-contractors (clause 21)		
		Fixed	Item
60		Value Related	Item
61		Time Related	Item
62	Employer's direct contractors (clause 22)		
	<i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i>		
		Fixed	Item
63		Value Related	Item
64		Time Related	Item
65	Contractor's domestic sub-contractors (Clause 23)		
		Fixed	Item
66		Value Related	Item
67		Time Related	Item

COMPLETION

Completion (A24-A30)

68	Practical completion (clause 24)		
		Fixed	Item
69		Value Related	Item
70		Time Related	Item

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71	Works completion (clause 25)	Fixed	Item
72		Value Related	Item
73		Time Related	Item
74	Final completion (clause 26)	Fixed	Item
75		Value Related	Item
76		Time Related	Item
77	Latent defects liability period (clause 27)	Fixed	Item
78		Value Related	Item
79		Time Related	Item
80	Sectional completion (clause 28)	Fixed	Item
81		Value Related	Item
82		Time Related	Item

83 Revision of date of practical completion (clause 29)

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project

It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

84

Value Related

Item

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85	Time Related	Item
86	Penalty for non-completion (clause 30)	
	Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0	
	Fixed	Item
87	Value Related	Item
88	Time Related	Item
	<u>Payment (A31 - A35)</u>	
89	Interim payment to the contractor (clause 31)	
	Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due	
	Clause 31.12 is amended by deleting the following	
	Payment shall be subject to the employer giving the contractor a tax invoice for the amount due	
	Fixed	Item
90	Value Related	Item
91	Time Related	Item
92	Adjustment to the contract value (clause 32)	
	Clause 32.0	
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:	
	"due to no fault of the contractor "	
	Fixed	Item
93	Value Related	Item
94	Time Related	Item

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95	Recovery of expense and loss (clause 33)		
		Fixed	Item
96		Value Related	Item
97		Time Related	Item
98	Final account and final payment (clause 34)		
	Clause 34.0		
	Clause 34.2 is amended by inserting # next to 34.2		
	Clause 34.13 is amended by replacing "seven (7) calendar days " with "thirty (30) calendar days " and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"		
		Fixed	Item
99		Value Related	Item
100		Time Related	Item
101	Payment to other parties (clause 35)		
		Fixed	Item
102		Value Related	Item
103		Time Related	Item

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Cancellation (A36-A39)

104 Cancellation by employer - contractor's default (clause 36)

Clause 36.1 is amended by the additions of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed

Item

105 Value Related

Item

106 Time Related

Item

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107 Cancellation by employer - loss and damage (clause 37)

 Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

 Clause 37.0 is amended by the addition of the following clause:

 37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed

Item

108 Value Related

Item

109 Time Related

Item

110 Cancellation by contractor - employer's default (clause 38)

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed

Item

111 Value Related

Item

112 Time Related

Item

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113	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"	Fixed	Item
114		Value Related	Item
115		Time Related	Item

Dispute Settlement (A40)

116	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.	Fixed	Item
117		Value Related	Item
118		Time Related	Item

State Provision (A41)

119	State Substitutions (clause 41) Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:		
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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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		Fixed	Item
120		Value Related	Item
121		Time Related	Item
	<u>Contract Variables (A41)</u>		
122	The Schedule (clause 42)		
	<i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>		
		Fixed	Item
123		Value Related	Item
124		Time Related	Item

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<u>Definition and interpretation (B1)</u>			
125	Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	Fixed	Item
126		Value Related	Item
127		Time Related	Item
<u>Documents (B2)</u>			
128	Checking of documents (B2.1) <i>These bills of quantities:</i> <i>(1) contain pages and annexes as indexed, and;</i> <i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i> <i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>	Fixed	Item
129		Value Related	Item
130		Time Related	Item
131	Provisional bills of quantities (B2.2)	Fixed	Item
132		Value Related	Item

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133		Time Related	Item
134	Availability of construction documentation (B2.3)		
	<i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i>		
		Fixed	Item
135		Value Related	Item
136		Time Related	Item
137	Interests of agents (B2.4)		
		Fixed	Item
138		Value Related	Item
139		Time Related	Item
140	Priced documents (B2.5)		
		Fixed	Item
141		Value Related	Item
142		Time Related	Item
143	Tender submission (B2.6)		
	<i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i>		
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i>		
		Fixed	Item
144		Value Related	Item
145		Time Related	Item

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<u>The site (B3)</u>			
146	Defined works area (B3.1)	Fixed	Item
147		Value Related	Item
148		Time Related	Item
149	Geotechnical investigation (B3.2)	Fixed	Item
150		Value Related	Item
151		Time Related	Item
152	Inspection of the site (B3.3)		
	<i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i>		
	<i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i>		
		Fixed	Item
153		Value Related	Item
154		Time Related	Item
155	Existing premises occupied (B3.4)	Fixed	Item
156		Value Related	Item
157		Time Related	Item

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158	Previous work - dimensional accuracy (B3.5)		
	<i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>		
		Fixed	Item
159		Value Related	Item
160		Time Related	Item
161	Previous work - defects (B3.6)		
		Fixed	Item
162		Value Related	Item
163		Time Related	Item
164	Services - known (B3.7)		
		Fixed	Item
165		Value Related	Item
166		Time Related	Item
167	Services - unknown (B3.8)		
		Fixed	Item
168		Value Related	Item
169		Time Related	Item
170	Protection of trees, etc (B3.9)		
		Fixed	Item
171		Value Related	Item
172		Time Related	Item
173	Articles of value (B3.10)		
		Fixed	Item

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174		Value Related	Item
175		Time Related	Item
176	Inspection of adjoining properties, etc (B3.11)		
		Fixed	Item
177		Value Related	Item
178		Time Related	Item
	<u>Management of contract (B4)</u>		
179	Management of the works (B4.1)		
		Fixed	Item
180		Value Related	Item
181		Time Related	Item
182	Programming for the works (B4.2)		

Clause B4.2 is hereby amended by the addition of the following:

Programme:

The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.

The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.

The contractor shall ensure that the contract programme:

1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.
2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.
3. shall be in accordance with the dates given herein for possession and practical completion; and

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- 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
- 5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme, progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

Extension of time

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

	Fixed	Item
183	Value Related	Item
184	Time Related	Item

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185	Progress meetings (B4.3)		
		Fixed	Item
186		Value Related	Item
187		Time Related	Item
188	Technical meetings (B4.4)		
		Fixed	Item
189		Value Related	Item
190		Time Related	Item
191	Labour and plant records (B4.5)		
		Fixed	Item
192		Value Related	Item
193		Time Related	Item
	<u>Samples, shop drawings and manufacturer's instructions (B5)</u>		
194	Samples of materials (B5.1)		
		Fixed	Item
195		Value Related	Item
196		Time Related	Item
197	Workmanship samples (B5.2)		
		Fixed	Item
198		Value Related	Item
199		Time Related	Item
200	Shop drawings (B5.3)		
		Fixed	Item

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201		Value Related	Item
202		Time Related	Item
203	Compliance with manufacturer's instructions (B5.4)		
		Fixed	Item
204		Value Related	Item
205		Time Related	Item
	<u>Temporary works and plant (B6)</u>		
206	Deposits and fees (B6.1)		
		Fixed	Item
207		Value Related	Item
208		Time Related	Item
209	Enclosure of the works (B6.2)		
		Fixed	Item
210		Value Related	Item
211		Time Related	Item
212	Advertising (B6.3)		
		Fixed	Item
213		Value Related	Item
214		Time Related	Item
215	Plant, equipment, sheds and offices (B6.4)		
		Fixed	Item
216		Value Related	Item
217		Time Related	Item

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218	Main notice board (B6.5)		
		Fixed	Item
219		Value Related	Item
220		Time Related	Item
221	Subcontractors notice board (B6.6)		
		Fixed	Item
222		Value Related	Item
223		Time Related	Item
	<u>Temporary services (B7)</u>		
224	Location (B7.1)		
		Fixed	Item
225		Value Related	Item
226		Time Related	Item
227	Water (B7.2)		
		Fixed	Item
228		Value Related	Item
229		Time Related	Item
230	Electricity (B7.3)		
		Fixed	Item
231		Value Related	Item
232		Time Related	Item
233	Telecommunication facilities (B7.4)		
		Fixed	Item
234		Value Related	Item

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235		Time Related	Item
236	Ablution facilities (B7.5)		
		Fixed	Item
237		Value Related	Item
238		Time Related	Item
	<u>Prime cost amounts (B8)</u>		
239	Responsibility for prime cost amounts (B8.1)		
		Fixed	Item
240		Value Related	Item
241		Time Related	Item
	<u>Attendance on nominated and selected subcontractors (B9)</u>		
242	General attendance (B9.1)		
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed		
		Fixed	Item
243		Value Related	Item
244		Time Related	Item
245	Special attendance (B9.2)		
		Fixed	Item
246		Value Related	Item
247		Time Related	Item
248	Commissioning - Fuel, water and electricity (B9.3)		
		Fixed	Item
249		Value Related	Item

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250		Time Related	Item	
	<u>Financial aspects (B10)</u>			
251	Statutory taxes, duties and levies (B10.1)			
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>			
		Fixed	Item	
252		Value Related	Item	
253		Time Related	Item	
254	Payment of preliminaries (B10.2)			
		Fixed	Item	
255		Value Related	Item	
256		Time Related	Item	
257	Adjustment of preliminaries (B10.3)			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "			
		Fixed	Item	
258		Value Related	Item	
259		Time Related	Item	
260	Payment certificate cash flow (B10.4)			
		Fixed	Item	
261		Value Related	Item	
262		Time Related	Item	
		Carried to Collection		R
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<u>General (B11)</u>			
263	Protection of works (B11.1)	Fixed	Item
264		Value Related	Item
265		Time Related	Item
266	Protection/isolation of existing/sectionally occupied works(B11.2)	Fixed	Item
267		Value Related	Item
268		Time Related	Item
269	Site security (B11.3)	Fixed	Item
270		Value Related	Item
271		Time Related	Item
272	Notice before covering work (B11.4)	Fixed	Item
273		Value Related	Item
274		Time Related	Item
275	Disturbance (B11.5)	Fixed	Item
276		Value Related	Item
277		Time Related	Item
278	Enviromental disturbance (B11.6)	Fixed	Item
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279		Time Related	Item
280		Value Related	Item
281	Works cleaning and clearing (B11.7)		
		Fixed	Item
282		Value Related	Item
283		Time Related	Item
284	Vermin (B11.8)		
		Fixed	Item
285		Value Related	Item
286		Time Related	Item
287	Overhand work (B11.9)		
		Fixed	Item
288		Value Related	Item
289		Time Related	Item
290	Instruction manuals and guarantees (B11.10)		
		Fixed	Item
291		Value Related	Item
292		Time Related	Item
293	As built information (B11.11)		
		Fixed	Item
294		Value Related	Item
295		Time Related	Item

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296	Tenant installations (B11.12)	Fixed	Item
297		Value Related	Item
298		Time Related	Item

Schedule of variables (B12)

299	Pre-tender information (B12.1)		
	This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .		
		Fixed	Item
300		Value Related	Item
301		Time Related	Item

12.1.1 Provisional bills of quantities (B12.1.1)

The quantities are provisional:
Yes

12.1.2 Availability of construction documentation (B12.1.2)

Construction documentation is complete:

12.1.3 Interest of agents (B12.1.3)
No

12.1.4 Defined works area (B12.1.4)

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site

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12.1.5 Geotechnical investigation (B12.1.5)

The geotechnical report is available for viewing at the offices of the Principal Agent

Yes

12.1.6 Existing premises occupied (B12.1.6)

[3.4] Specific requirements:
None

12.1.7 Previous work - Dimensional accuracy (B12.1.7)

[3.5] Details:
No additional details

No

12.1.8 Previous work - defects

[3.6] Details:
No additional details

12.1.9 Services - known (B12.1.9)

Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent

12.1.10 Protection of trees

[3.9] Specific requirements:
No trees to be damaged or removed except those specifically designated in writing by the Architect

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:
None

12.1.12 Enclosure of the works

[6.2] Specific requirements:
Areas where work is taking place shall at all times be blocked off by appropriate means

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12.1.13 Offices

[6.4.3] Specific requirements:
 The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board

[6.5] Specific requirements:
 The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 Subcontractors' notice board

[6.6] A notice board is required (yes/no)
 NO
 Specific requirements:

12.1.16 Water

[7.2] Option A (by contractor) (yes/no)
 YES

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12.1.17 Electricity

[7.3] Option A (by **contractor**) (yes/no)
 YES

12.1.18 Telecommunications

[7.4] Telephone (yes/no)
 YES

Facsimile (yes/no)
 YES

E-mail (yes/no)
 YES

12.1.19 Ablution facilities

[7.5] Option A (by **contractor**) (yes/no)
 YES

Option B (by **employer**) (yes/no)
 NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required (yes/no)
 YES

12.1.21 Special attendance

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor (1) Details:**

Subcontractor (2) Details:

Subcontractor (3) Details:

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12.1.22 Protection of the works

[11.1] Specific requirements:
All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

12.1.23 Disturbance

[11.5] Specific requirements:
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24 Environmental disturbance

[11.6] Specific requirements:
None

302 Post-tender information (B12.2)

All post-tender information for this section will be determined once tender is awarded

Fixed

Item

303 Value Related

Item

304 Time Related

Item

12.2.1 Payment of preliminaries

[10.2] Option A (prorated) (yes/no)
YES

NO Option B (calculated) (yes/no)

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	<p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (yes/no) YES</p>		
	<p>Option B (detailed breakdown) (yes/no) NO</p>		
	<p>12.2.3 Additional agreed preliminaries items Details: None</p>		
305	<p>Other post tender information (B12.3)</p> <p>All post-tender information for this section will be determined once tender is awarded</p>		
		Fixed	Item
306		Value Related	Item
307		Time Related	Item
<u>SECTION C: SPECIFIC PRELIMINARIES</u>			
<p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>			
308	<p>Clause C1 - Contract drawings</p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p>		
		Fixed	Item
309		Value Related	Item
310		Time Related	Item
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311	Clause C2 - General Preambles			
	<p>The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.</p>	Fixed	Item	
312		Value Related	Item	
313		Time Related	Item	
314	Clause C3 - Site instructions			
	<p>All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only</p>	Fixed	Item	
	<p>Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book</p>	Value Related	Item	
315		Time Related	Item	

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317	Clause C4 - Trade Names		
	Wherever a trade name for any product has been described in the bills of quantities , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
		Fixed	Item
318		Value Related	Item
319		Time Related	Item
320	Clause C5 - Overtime		
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer		
		Fixed	Item
321		Value Related	Item
322		Time Related	Item
323	Clause C6 - As-built drawings		
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records		
		Fixed	Item
324		Value Related	Item
325		Time Related	Item

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326	Clause C5 - Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day	Fixed	Item
327		Value Related	Item
328		Time Related	Item
329	Clause C6 - Plant record At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works	Fixed	Item
330		Value Related	Item
331		Time Related	Item
332	Clause C7 - Non-cession of monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract	Fixed	Item
333		Value Related	Item
334		Time Related	Item

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335 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

	Fixed	Item
336	Value Related	Item
337	Time Related	Item

338 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

	Fixed	Item
339	Value Related	Item

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340	Time Related	Item
341	Clause C10 - Commencement of Works in School Areas As the works falls within a school area the contractor must give the Principal or other responsible staff member notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	
	Fixed	Item
342	Value Related	Item
343	Time Related	Item
344	Clause C11 - Entrance Permits to School Areas As the works falls within a school area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer	
	Fixed	Item
345	Value Related	Item
346	Time Related	Item

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347 **Clause C12 - Security Check of Personnel**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed

Item

348 Value Related

Item

349 Time Related

Item

350 **Clause C13 - HIV/Aids Awareness**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

Item

351 Value Related

Item

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352	Time Related	Item
353	Clause C13.1 - Awareness Champion Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
354	Value Related	Item
355	Time Related	Item
356	Clause C13.2 - Awareness Workshop Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	
	Fixed	Item
357	Value Related	Item
358	Time Related	Item
359	Clause C13.3 - Posters, booklets, videos, etc. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification	
	Fixed	Item
360	Value Related	Item
361	Time Related	Item

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362	Clause C13.4 - Access to Condoms		
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification		
		Fixed	Item
363		Value Related	Item
364		Time Related	Item
365	Clause C13.5- Monitoring		
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification		
		Fixed	Item
366		Value Related	Item
367		Time Related	Item

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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>REMOVAL OF EXISTING WORK:</u></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materilas for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p>			
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OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Taking out and removing doors, windows, etc from brickwork to be demolished

1	Timber single door and frame 813 x 2032mm high	No	12
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Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

2	Fibre cement fascias, barge boards, etc.	m	65
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3	125 x 100mm Eaves gutters with beaded front edge	m	70
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4	75x100x0.6mm Thick galvanized rainwater downpipes fixed to wall	m	27
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	<u>Taking out and removing sundry joinery work, fittings, etc</u>		
5	Skirtings	m	60
6	Sliding door divider curtain 10m x 2.5 m high	No	1
7	Kitchen unit 10m x 1.5 m high	No	1
8	Storage shelves 1.9m x 1.5 m high	No	2
9	Granite top	m	1
	<u>Taking out and removing sanitary fittings, tanks ,geysers etc</u>		
10	Sink	No	1
11	Sink mixer tap	No	1
12	Complete WC	No	5
13	Water cistern	No	1
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>		
14	300 x 300 x 11,5mm vinyl floor tiles	m2	50
	<u>Taking out and removing glass and mirrors</u>		
15	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	2
	<u>Testing and Electrical fault finding</u>		
16	Removal of faulty flourescent lights	No	4
17	Removal of faulty plugs	No	2
	<u>SERVICING OF DOORS AND WINDOWS</u>		
18	Replace window stays, handles and pegs (PC Amount R50-00 Vat excl supplied and delivered to site)	No	70

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19 Remove door striker plate and replace with new (PC
Amount R45-00 Vat excl supplied and delivered to site)

No

3

MAKING GOOD OF FINISHES ETC

Making good "Rhino" gypsum plasterboard ceilings and
brandering

20 Ceilings in patches

m2

2

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Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1100mm centres, roof covering is 0,6mm "Klip-Lok Light industrial" iron sheeting on purlins. Ceilings are 6mm sheeting fibre cement ceilings on 38 x 38mm brandering.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences.

The design, manufacture and transportation of the roof trusses, bracing etc. shall be under control of a registered Engineer (in accordance with the SABS Code of Practice for the design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that the construction has been designed by a qualified Structural Engineer and that the Engineer is in possession of a capability certificate issued by the Institute for Timber Construction Trusses.

The designs must further be in accordance with SABS 0163 as well as the additional requirements of the latest Model Preambles of Trades.

The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years.

Payment of the roof construction will only be made once the two (2) required certificates have been submitted to and approved by the Project Registered Structural Engineers.

EAVES. VERGES. ETC

"Everite FC77" pressed fibre-cement

- 1 Everite medium density plain ungrooved Nutec fascia boards (Code: 040-904), size 225 x 10mm, fixed to timber rafters twice screwed with 12 x 40mm countersunk brass screws with Chromaprep fascia jointing plate between boards and at board ends.

m

65

DOORS. ETC

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	<u>44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding</u>		
2	Door size 813 x 2032mm high with standard weather bar	No	3
3	40 mm Single panel stable door 1600 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint	No	1
	<u>40mm Solid core interior doors with Masonite® Plain standard hardboard door panel for paint (elsewhere specified).</u>		
4	Door size 914 x 2032mm high	No	8
	<u>Sliding Door Divider Curtain</u>		
5	Sliding Door Divider Curtain 10m x 2,5 m high	No	1

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	<u>BILL NO.2</u>			
	<u>IRONMONGERY</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded			
	<u>CATCHES.CABIN HOOKS. ETC</u>			
	<u>LOCKS</u>			
	<u>Approved</u>			
1	75mm Three lever upright mortice locket with satin chrome furniture	No	12	
	<u>PINNING BOARDS. WRITING BOARDS. PROJECTION SCREENS. ETC</u>			
2	Pinning boards 2400 x 1500mm high fixed to brickwork	No	2	
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1	<p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high</p> <p><u>"Gunnebo SA"strongroom doors etc. suitable for 230mm walls fixed to brickwork or concrete</u></p> <p><u>"Nty" steel or similar approved school windows with standard burglar bars formed of 20 x 5mm thick flat bars to all sashes</u></p>	No	3	
2	<p>Window type NE7, 1022X654mm burglar bars</p>	No	3	
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	<u>BILL NO.4</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>WALL TILING</u>			
	<u>Glazed ceramic wall tiles fixed with adhesive to plaster (plaster elsewhere) (PC Amount R150-00/thousand Vat excl supplied and delivered to site)</u>			
1	On walls	m2	3	
	<u>FLOOR TILING</u>			
	<u>300mm x 300mm ceramic floor tiles (1,4m2) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound (Tylon) and Tile spacers</u>			
2	On floors and landings	m2	90	
3	Skirting formed of ceramic tile cut to 300 x 75mm high	m	120	
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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.5</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated</p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>"Polylink" polypropylene pipes:</u></p> <p>Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints</p> <p>Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured</p> <p>Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers</p> <p>Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers</p>			
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Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

Vitrified clay pipes:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

uPVC pipes and fittings:

Soil, waste and vent pipes and fittings shall be solvent weld jointed

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

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Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Lead pipes and fittings

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Septic tanks

Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions

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Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steelbasins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

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Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc

RAINWATER DISPOSAL

0.6mm Galvanised sheet iron with "Chromadek" finish on one side

1	125 x 100mm Eaves gutters with beaded front edge	m	70
2	100mm Diameter rainwater pipes	m	27

SANITARY FITTINGS ETC

3	Kitchen double bowl sink	No	1
<u>"Vaal"</u>			
4	Junior (Kids) close-coupled WC suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern	m	4
5	White vitreous china "Daisy" semi-close coupled 90 degree outlet open rim washdown pan (code 774000) and matching 9 litre cistern (code 710034) complete with lid, fittings and flush pipe elbow and conversion bend (code 710044) and "deluxe" toilet seat	No	1

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6	40mm Flexi butyl rubber trap with reseal "P" trap	No	1
7	Cobra Watertech Star 15mm chrome plated sink mixer (Code: 296) with aerated swivel spout and 400mm long flexible inlets, manufactured in accordance with SANS 226:2009 Type 1 (BS 5412). (Laboratories - prep bowls)	No	1
<u>FIRE APPLIANCES ETC</u>			
<u>'Chubb'</u>			
8	Service 4,5 kg Dry chemical powder fire extinguisher, including standard hard wood backing plugged and backing finished with one coat dark stain and two coats clear suede polyurethane varnish	No	4

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PLUMBING AND DRAINAGE

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 REFURBISHMENT OF HLOKOMELO CRECHE
 WATERBERG DISTRICT

Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO.6</u>			
	<u>GLAZING</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>GLAZING TO STEEL WITH PUTTY</u>			
1	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	2	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 BUILDING Bill No. 6 GLAZING			

Item No	Quantity	Rate	Amount
<p><u>SECTION NO.3</u></p>			
<p><u>BILL NO.7</u></p>			
<p><u>PAINTWORK</u></p>			
<p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p>			
<p><u>PAINTWORK ETC TO NEW WORK</u></p>			
<p><u>PREPARATORY WORK TO EXISTING WORK</u></p>			
<p><u>Previously painted plastered surfaces</u></p>			
<p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p>			
<p><u>Previously painted metal surfaces</u></p>			
<p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
<p><u>Previously painted wood surfaces</u></p>			
<p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p>			
<p><u>ON FLOATED PLASTER</u></p>			
<p>Carried to Collection</p>			
<p>Section No. 3 BUILDING Bill No. 7 PAINTWORK</p>			
			R

1	<p><u>Plascon Polvin Super Acrylic to interior new cement plaster. Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	260
2	<p><u>Plascon Polvin Super Acrylic to exterior new cement plaster (NW 105). Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 3 years in a C1 - inland environment.</u></p>	m2	20
<u>ON FIBRE-CEMENT</u>			
3	<p><u>Plascon Polvin Super Acrylic to interior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Polvin Super Acrylic (EPL) with 1 hour drying time between coats, for a maintenance cycle of 5 years in a C1 - inland environment.</u></p>	m2	200

Carried to Collection

R

Section No. 3
 BUILDING
 Bill No. 7
 PAINTWORK

	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p>		
4	On fascias and barge boards	m2	65
<p><u>ON METAL</u></p>			
	<p><u>Plascon Velvagio Satin to interior new mild steel. Surface to be clean and dry. Remove surface contaminants using Metalcare Aquasolv Degreaser (GR 1) with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat Metalcare Mild Steel Primer (UC 501) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		
5	On door frames	m2	35
6	On windows with burglar bars	m2	50
7	On rails, bars, pipes, etc not exceeding 300 mm girth	m	70

ON WOOD

Carried to Collection

R

Section No. 3
 BUILDING
 Bill No. 7
 PAINTWORK

REFURBISHMENT OF HLOKOMELO CRECHE
WATERBERG DISTRICT

	<p><u>Plascon Velvaglo Satin to interior new wood. Surface to be dry, sound and clean. Wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK 2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) < 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvaglo Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>	m2	35
8	<p>On doors</p>		
	<p><u>Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.</u></p>		
9	<p>On fascias and barge boards</p>	m2	42
	<p><u>Plascon Nuroof Acrylic Roof Paint to existing exterior galvanised steel. Scrub entire area with Sugar Soap solution to remove chalkiness and surface contaminants. Rinse thoroughly with tap water and allow to dry. Sand glossy materials to provide a key. Remove dust. Ensure surfaces are clean, dry and sound. Apply Plascon Galvanised Iron Primer (GIP 1) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats Nuroof Acrylic Roof Paint (TRP) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></p>		

Carried to Collection

R

Section No. 3
BUILDING
Bill No. 7
PAINTWORK

**LDPWRI-B/20386
 REFURBISHMENT OF HLOKOMELO CRECHE
 WATERBERG DISTRICT**

Section No. 3

BUILDING

Bill No. 7

PAINTWORK

COLLECTION

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 Bill No. 7
 PAINTWORK

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 WATERBERG DISTRICT

Section No. 3

BUILDING

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 REFURBISHMENT OF HLOKOMELO CRECHE
 WATERBERG DISTRICT

Item
No

Quantity

Rate

Amount

SECTION NO. 4

BILL NO.1

PROVISIONAL SUMS

For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades

SUPPLEMENTARY PREAMBLES

NOTE: Tenderers are referred to the definition of general attendance on nominated sub-contractors given in Clause 9 of the Preliminaries

NOTE: Under no circumstances may any Prime Cost - Provisional Amount, etc be extended at an amount lower than the amount given in the Bill

Carried to Collection

R

Section No. 4
 PROVISIONAL SUMS
 Bill No. 1
 PROVISIONAL SUMS

**REFURBISHMENT OF HLOKOMELO CRECHE
WATERBERG DISTRICT**

THE FOLLOWING PROVISIONAL SUMS ARE FOR
WORK TO BE EXECUTED BY SELECTED
SUBCONTRACTORS

The following Provisional Sums are for specialists work to be executed by a selected Sub-contractor who upon appointment in terms of the Conditions of Contract shall be deemed to be a Domestic Sub-Contractor to the Contractor

A Selected Sub-Contractor shall be a Sub-contractor executing work for which a sum of money is provided for in the Bills of Quantities or a Sub-contractor executing additional specialist work which arises as a result of an instruction by the Principal Agent/Engineer

Tender documents for such work shall be prepared by the Principal Agent/Engineer in consultation with and to the approval of the Contractor and such tender document shall be issued by the Principal Agent/Engineer to a list of tenderers agreed upon between the Principal Agent/Engineer and Contractor. Tenders shall be submitted to the Principal Agent/Engineer

The Selected Sub-contractor shall be chosen by the Principal Agent/Engineer and the Contractor, and the Contractor shall satisfy himself that such selected sub-contractor can meet the requirements of the Sub-Contract agreement and the Contractor shall inform the Principal Agent/Engineer accordingly

The procedure relating to the method of selection, obtaining of tenders, adjudication thereof and the appointment of the Selected Sub-contractor shall not create any contractual relationship between the Client and the Selected Sub-contractor

Roof maintainance

- 1 Provide the amount of R 3 000.00 (three thousand rand) for roof maintainance by Specialists
- 2 Allow for profit on above if required
- 3 Allow for giving every facility to Specialists as described

Item

3 000.00

Item

Item

Carried to Collection

R

Section No. 4
PROVISIONAL SUMS
Bill No. 1
PROVISIONAL SUMS

REFURBISHMENT OF HLOKOMELO CRECHE
WATERBERG DISTRICT

<u>Tank & Tank Stand</u>			
4	Provide the sum of R 25 000.00 (Twenty five thousands rands) for Tank (5 000L), Pressure pump and tank stand installations including the pressure pump cage and purification system	Item	25 000.00
5	Allow for profit on above if required	Item	
6	Allow for giving every facility to Specialists as described	Item	
<u>Plumbing works</u>			
7	Provide the sum of R4 000,00 (four thousand rand) for plumbing works etc. by Specialists	Item	4 000.00
8	Allow for profit on above if required	Item	
9	Allow for giving every facility to Specialists as described	Item	
<u>Joinery fittings</u>			
10	Provide the sum of R 10 000 (ten thousand rand) for joinery fittings	Item	10 000.00
11	Allow for profit on above if required	Item	
12	Allow for giving every facility to Specialists as described	Item	
Carried to Collection			
Section No. 4 PROVISIONAL SUMS Bill No. 1 PROVISIONAL SUMS			R

**LDPWRI-B/20386
 REFURBISHMENT OF HLOKOMELO CRECHE
 WATERBERG DISTRICT**

Section No. 4

PROVISIONAL SUMS

Bill No. 1

PROVISIONAL SUMS

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Section No. 4
 PROVISIONAL SUMS
 Bill No. 1
 PROVISIONAL SUMS

REFURBISHMENT OF HLOKOMELO CRECHE
WATERBERG DISTRICT

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	HLOKOMELO CRECHE ECD SUB TOTAL (VAT excl). CARRIED TO CLUSTER SUMMARY		R
	Carried to Cluster Final Summary		R

CLUSTER FINAL SUMMARY

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEALO SA HLOLO CRECHE, RALESHOBA PRE-SCHOOL AND CRECHE, PHAGAMENG CRECHE AND HLOKOMELO CRECHE IN WATERBERG DISTRICT THROUGH THE FRAMEWORK CONTRACT CATEGORY C

		Amount R
1	SEALO SA HLOLO CRECHE –FINAL SUMMARY (VAT EXCL.)	
2	RALESHOBA PRE-SCHOOL AND CRECHE – FINAL SUMMARY (VAT EXCL.)	
3	PHAGAMENG CRECHE – FINAL SUMMARY (VAT EXCL.)	
4	HLOKOMELO CRECHE – FINAL SUMMARY(VAT EXCL.)	
	SUB TOTAL A- ECD'S	R
	<u>VALUE ADDED TAX</u>	
	Allow 15% of Sub-Total A	R
	<u>TOTAL CARRIED TO FORM OF TENDER</u>	R