



**DEVELOPMENT BANK OF SOUTHERN AFRICA**

**SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR  
PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE:  
CLUSTER B**

**TENDER NO. RFP 259/2021**

**C2.2: BILL OF QUANTITIES**

SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE: CLUSTER B						TOTAL
CLAUSE	SECTION 1 : PRELIMINARIES					
	<p><b>MEANING OF TERMS "TENDER / TENDERER"</b></p> <p>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"</p> <p><b>PRELIMINARIES</b></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"</p> <p><b>PRICING OF PRELIMINARIES</b></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p>					
	<b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b>					
	<b>DEFINITIONS</b>					
A1.0	<b>DEFINITIONS AND INTERPRETATION</b> Clause 1.0	Item	Fixed:	Value Related:	Time Related:	
	<p>Sub-clause 1.1 Definition of "<b>Interest</b>" is amended by replacing it with the following:</p> <p><b>"INTEREST"</b> means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, and 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)</p> <p>Sub-clause 1.10 is added:</p> <p>The copyright in all contract documents, contract drawings and records (irrespective of who prepared any of the aforesaid) related in any manner to the works shall vest in the <b>employer</b> and the <b>contractor</b> shall not furnish any information in connection with the <b>works</b> to any person or organization without the prior written approval of the <b>employer</b> to this effect other than subcontractors appointed for purposes of this <b>agreement</b>."</p> <p><b>OBJECTIVE AND PREPARATION</b></p>					
A2.0	<b>OFFER, ACCEPTANCE AND PERFORMANCE</b> Clause 2.0	Item	Fixed:	Value Related:	Time Related:	
A3.0	<b>DOCUMENTS</b> Clause 3.0	Item	Fixed:	Value Related:	Time Related:	
	<p>Sub-clause 3.5 is amended by replacing it with:</p> <p>No Clause</p> <p>Sub-clause 3.7 is amended by replacing the second sentence starting in line 2 with the following:</p> <p>The <b>contractor</b> shall keep a copy of all drawings, schedules, unpriced <b>bills of quantities/lump sum document, contract instructions</b>, minutes of site and other meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and subcontractors contracts on the <b>site</b> to which the <b>employer, principal agent</b> and <b>agents</b> shall have access at all times. The <b>employer</b> has the right to call for such further information from the <b>contractor</b> it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the <b>contractor</b> has to supply to the <b>employer</b> in terms of this agreement. The Contractor shall ensure a similar right for the Employer with its subcontractors.</p> <p>Sub-clause 3.10 is amended by replacing the the words "<b>principal agent</b>" with the word "<b>employer</b>"</p>					
A4.0	<b>DESIGN RESPONSIBILITY</b> Clause 4.0	Item	Fixed:	Value Related:	Time Related:	
A5.0	<b>EMPLOYER'S AGENTS</b> Clause 5.0	Item	Fixed:	Value Related:	Time Related:	
A6.0	<b>SITE REPRESENTATIVE</b> Clause 6.0	Item	Fixed:	Value Related:	Time Related:	
A7.0	<b>COMPLIANCE WITH REGULATIONS</b> Clause 7.0	Item	Fixed:	Value Related:	Time Related:	
	<p>Sub-clause 7.3 added:</p> <p>The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work.</p> <p>Sub-clause 7.3.1 is added:</p> <p>Notwithstanding any actions which the <b>employer</b> may take, the <b>contractor</b> accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which the <b>contractor</b> is liable as mandatory. By entering into this <b>agreement</b> it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the <b>contractor</b> in the event the parties fail to execute the aforesaid mandatory agreement."</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.</p> <p>The <b>contractor</b> shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines.</p>					
A8.0	<b>WORKS RISK</b> Clause 8.0	Item	Fixed:	Value Related:	Time Related:	

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL	
A9.0	INDEMNITIES Clause 9.0	Item	Fixed:		Value Related:		Time Related:	
A10.0	WORKS INSURANCES Clause 10.0	Item	Fixed:		Value Related:		Time Related:	
A11.0	LIABILITY INSURANCES Clause 11.0	Item	Fixed:		Value Related:		Time Related:	
A12.0	EFFECTING INSURANCES Clause 12.0	Item	Fixed:		Value Related:		Time Related:	
A13.0	NO CLAUSE	Item	Fixed:		Value Related:		Time Related:	
A14.0	SECURITY Clause 14.0	Item	Fixed:		Value Related:		Time Related:	
<p>Sub-clause 14.1 is amended by replacing it with: The <b>employer</b> shall have the right to choose the <b>security</b> to be provided in terms of 14.3 or 14.4 as stated in the <b>schedule</b> . The <b>contractor</b> shall provide the <b>security</b> required or chosen by the <b>employer</b> in the <b>schedule</b> substantially in the format prescribed in the tender documents that the <b>contractor</b> submitted a tender offer. The required <b>security</b> shall be provided in the time period prescribed by the <b>employer</b> in the conditional letter of acceptance of the <b>contractor's</b> tender offer.</p> <p>Sub-clause 14.3 is amended by replacing the percentage of "twelve point five (12.5%)" with "ten (10%)"</p> <p>Sub-clause 14.4 is amended by replacing the percentage of "seven point five (7.5%)" with "ten (10%)"</p> <p>Sub-clause 14.7.1 is amended by replacing the percentage of "two point five (2.5%)" with "five (5%)" in both the second and third line.</p> <p>Sub-clause 14.9 is added: A payment reduction of five (5%) of the value of each <b>payment certificate</b> up to a maximum of five (5%) of the <b>contract sum</b> will be applied until <b>practical completion</b> . At <b>practical completion</b> the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the <b>final account</b> is issued.</p> <p><b>EXECUTION</b></p>								
A15.0	PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.0	Item	Fixed:		Value Related:		Time Related:	
<p>Sub-clause 15.1 is amended by replacing the the words "<b>principal agent</b>" with the word "<b>employer</b>"</p>								
A16.0	ACCESS TO THE WORKS Clause 16.0	Item	Fixed:		Value Related:		Time Related:	
A17.0	CONTRACT INSTRUCTIONS Clause 17.0	Item	Fixed:		Value Related:		Time Related:	
A18.0	SETTING OUT OF THE WORKS Clause 18.0	Item	Fixed:		Value Related:		Time Related:	
A19.0	ASSIGNMENT Clause 19.0	Item	Fixed:		Value Related:		Time Related:	
A20.0	NOMINATED SUBCONTRACTORS Clause 20.0	Item	Fixed:		Value Related:		Time Related:	
A21.0	SELECTED SUBCONTRACTORS Clause 21.0	Item	Fixed:		Value Related:		Time Related:	
<p>Sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 is amended by replacing it with: The <b>contractor</b> and <b>principal agent</b> shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.</p>								
A22.0	EMPLOYER'S DIRECT CONTRACTORS Clause 22.0	Item	Fixed:		Value Related:		Time Related:	
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0	Item	Fixed:		Value Related:		Time Related:	
<p>Sub-clause 23.3 is added: The <b>contractor</b> may not subcontract the whole of the work without the written instruction or approval of the <b>employer</b> . In such event the <b>employer</b> may require the <b>contractor</b> to cede the contract to the subcontractor.</p> <p>Sub-clause 23.4 is added: The subcontractors appointed by the <b>contractor</b> to comply with the developmental and transformation requirements from the <b>employer</b> i n terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this <b>agreement</b> , and sub-clauses 23.1 and 23.2 will apply accordingly.</p>								

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
	<b><u>COMPLETION</u></b>						
A24.0	<b>PRACTICAL COMPLETION</b> <i>Clause 24.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A25.0	<b>WORKS COMPLETION</b> <i>Clause 25.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A26.0	<b>FINAL COMPLETION</b> <i>Clause 26.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A27.0	<b>LATENT DEFECTS LIABILITY PERIOD</b> <i>Clause 27.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A28.0	<b>SECTIONAL COMPLETION</b> <i>Clause 28.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A29.0	<b>REVISION OF DATE FOR PRACTICAL COMPLETION</b> <i>Clause 29.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A30.0	<b>PENALTY FOR NON-COMPLETION</b> <i>Clause 30.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<i>Sub-clause 30.1 is amended by replacing the reference to sub-clause "36.3" with clause "36.0".</i>						
	<b><u>PAYMENT</u></b>						
A31.0	<b>INTERIM PAYMENT TO THE CONTRACTOR</b> <i>Clause 31.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<i>Sub-clause 31.9 is amended by replacing the term of "seven (7) <b>calendar days</b>" in the first line with the term of "thirty (30) <b>calendar days</b>"</i>						
	<i>Sub-clause 31.12 is amended by deleting the sentence: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a <b>tax</b> invoice for the amount due."</i>						
A32.0	<b>ADJUSTMENT TO THE CONTRACT VALUE</b> <i>Clause 32.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A33.0	<b>RECOVERY OF EXPENSE AND LOSS</b> <i>Clause 33.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A34.0	<b>FINAL ACCOUNT AND FINAL PAYMENT</b> <i>Clause 34.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<i>Sub-clause 34.13 is amended by deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a <b>tax</b> invoice for the amount due"</i>						
A35.0	<b>PAYMENT TO OTHER PARTIES</b> <i>Clause 35.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<b><u>CANCELLATION</u></b>						
A36.0	<b>CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT</b> <i>Clause 36.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A37.0	<b>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</b> <i>Clause 37.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A38.0	<b>CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT</b> <i>Clause 38.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
A39.0	<b>CANCELLATION – CESSATION OF THE WORKS</b> <i>Clause 39.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<b><u>DISPUTE</u></b>						
A40.0	<b>DISPUTE SETTLEMENT</b> <i>Clause 40.0</i>	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
	<i>Clause 40 is amended by removing all references to state clause amendments and is thus retained in its original form.</i>						

CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
	<b>SUBSTITUTE PROVISIONS</b>					
A41.0	STATE CLAUSES Clause 41.0	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
	<p>Clause 41.0 is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein</p> <p>Sub-clause 41.1.3 is amended by deleting the definition for CONSTRUCTION PERIOD.</p> <p>Sub-clause 39.2 to be amended as follows:            "The <b>employer</b> shall pay the <b>contractor</b> all amounts due in terms of the contract for work completed at the date of termination or cancellation in terms of this clause 39.2, including retention money after deducting any amounts due to the <b>employer</b>. The <b>employer</b> will also return any guarantees still valid to the <b>contractor</b> after such cancellation."</p> <p>Sub-clause 39.2.1 and 39.2.3 is amended by replacing it with the following:            No clause.</p> <p>Add sub-clause 41.1.4 as follows:            Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>, or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a stated date and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.</p>					
	<b>CONTRACT VARIABLES</b>					
A42.0	THE SCHEDULE (C1.2: CONTRACT DATA) Clause 42.0	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
	Tenderers are referred to document C1.2: Contract Data (Volume 3) for variables pertaining to this contract					
	<b>SECTION B: JBCC PRELIMINARIES</b>					
B1.0	DEFINITIONS AND INTERPRETATION					
B1.1	Definitions and interpretation	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section					
B2.0	DOCUMENTS					
B2.1	Checking of documents	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B2.2	Provisional bills of quantities	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B2.3	Availability of construction documentation	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B2.4	Interests of agents	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B2.5	Priced documents	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B2.6	Tender submission	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)"					
B3.0	THE SITE					
B3.1	Defined works area	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.2	Geotechnical investigation	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.3	Inspection of the site	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
	Tenderers shall complete the Tender briefing meeting attendance certificate and return the same with the tender submission. Tenderers are encouraged to inspect the various school sites as they deem necessary.					
B3.4	Existing premises occupied	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.5	Previous work – dimensional accuracy	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.6	Previous work – defects	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.7	Services – known	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.8	Services – unknown	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.9	Protection of trees	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.10	Articles of value	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	
B3.11	Inspection of adjoining properties	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>	

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
B4.0	MANAGEMENT OF CONTRACT						
B4.1	Management of the works	Item	Fixed:		Value Related:	Time Related:	
B4.2	Programme for the works	Item	Fixed:		Value Related:	Time Related:	
B4.3	Progress meetings	Item	Fixed:		Value Related:	Time Related:	
B4.4	Technical meetings	Item	Fixed:		Value Related:	Time Related:	
B4.5	Labour and plant records	Item	Fixed:		Value Related:	Time Related:	
B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS						
B5.1	Samples of materials	Item	Fixed:		Value Related:	Time Related:	
B5.2	Workmanship samples	Item	Fixed:		Value Related:	Time Related:	
B5.3	Shop drawings	Item	Fixed:		Value Related:	Time Related:	
B5.4	Compliance with manufacturers' instructions	Item	Fixed:		Value Related:	Time Related:	
B6.0	TEMPORARY WORKS AND PLANT						
B6.1	Deposits and fees	Item	Fixed:		Value Related:	Time Related:	
B6.2	Enclosure of the works	Item	Fixed:		Value Related:	Time Related:	
B6.3	Advertising	Item	Fixed:		Value Related:	Time Related:	
B6.4	Plant, equipment, sheds and offices	Item	Fixed:		Value Related:	Time Related:	
B6.5	Main notice board	Item	Fixed:		Value Related:	Time Related:	
B6.6	Subcontractors' notice board	Item	Fixed:		Value Related:	Time Related:	
B7.0	TEMPORARY SERVICES						
B7.1	Location	Item	Fixed:		Value Related:	Time Related:	
B7.2	Water	Item	Fixed:		Value Related:	Time Related:	
B7.3	Electricity	Item	Fixed:		Value Related:	Time Related:	
B7.4	Telecommunication facilities	Item	Fixed:		Value Related:	Time Related:	
B7.5	Ablution facilities	Item	Fixed:		Value Related:	Time Related:	
B8.0	PRIME COST AMOUNTS						
B8.1	Responsibility for prime cost amounts	Item	Fixed:		Value Related:	Time Related:	
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS						
B9.1	General attendance	Item	Fixed:		Value Related:	Time Related:	
B9.2	Special attendance	Item	Fixed:		Value Related:	Time Related:	
B9.3	Commissioning – fuel, water and electricity	Item	Fixed:		Value Related:	Time Related:	
B10.0	FINANCIAL ASPECTS						
B10.1	Statutory taxes, duties and levies	Item	Fixed:		Value Related:	Time Related:	
B10.2	Payment for preliminaries	Item	Fixed:		Value Related:	Time Related:	
B10.3	Adjustment of preliminaries	Item	Fixed:		Value Related:	Time Related:	
	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 / lump sum document”						
B10.4	Payment certificate cash flow	Item	Fixed:		Value Related:	Time Related:	
B11.0	GENERAL						
B11.1	Protection of the works	Item	Fixed:		Value Related:	Time Related:	
B11.2	Protection / isolation of existing / sectionally occupied works	Item	Fixed:		Value Related:	Time Related:	

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
B11.3	<b>Security of the works</b>	Item	Fixed:		Value Related:		
B11.4	<b>Notice before covering work</b>	Item	Fixed:		Value Related:		
B11.5	<b>Disturbance</b>	Item	Fixed:		Value Related:		
B11.6	<b>Environmental disturbance</b>	Item	Fixed:		Value Related:		
B11.7	<b>Works cleaning and clearing</b>	Item	Fixed:		Value Related:		
B11.8	<b>Vermin</b>	Item	Fixed:		Value Related:		
B11.9	<b>Overhand work</b>	Item	Fixed:		Value Related:		
B11.10	<b>Instruction manuals and guarantees</b>	Item	Fixed:		Value Related:		
B11.11	<b>As built information</b>	Item	Fixed:		Value Related:		
B11.12	<b>Tenant installations</b>	Item	Fixed:		Value Related:		
B12.0	<b>SCHEDULE OF VARIABLES</b>						
B12.1	<b>Pre-tender information</b>	Item	Fixed:		Value Related:		
	<p>This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender 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 <b>Preliminaries</b></p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>						
12.1	<b>PRE-TENDER INFORMATION</b>						
12.1.1	<b>Provisional bills of quantities</b>						
[2.2]	The quantities are provisional		(yes/no)	Yes			
12.1.2	<b>Availability of construction documentation</b>						
[2.3]	Construction documentation is complete		(yes/no)	Yes			
12.1.3	<b>Interests of agents</b>						
[2.4]	Details: N/A						
12.1.4	<b>Defined works area</b>						
[3.1]	Details: The area of the <b>works</b> to be occupied by the <b>contractor</b> , any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the <b>principal agent</b> at the site handover.						
12.1.5	<b>Geotechnical investigation</b>						
[3.2]	Details: N/A						
12.1.6	<b>Existing premises occupied</b>						
[3.4]	Specific requirements: The contractor shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines.						
12.1.7	<b>Previous work – dimensional accuracy</b>						
[3.5]	Details: N/A						
12.1.8	<b>Previous work – defects</b>						
[3.6]	Details: N/A						
12.1.9	<b>Services – known</b>						
[3.7]	Details: Services not indicated on drawings will be pointed out on site by the principal agent.						
12.1.10	<b>Protection of trees</b>						
[3.9]	Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.						
12.1.11	<b>Inspection of adjoining properties</b>						
[3.11]	Specific requirements: All adjacent buildings, municipal roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.						
12.1.12	<b>Enclosure of the works</b>						
[6.2]	Specific requirements: The <b>contractor</b> must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the <b>construction period</b> and removed on completion of the <b>works</b> .						
12.1.13	<b>Offices</b>						
[6.4.3]	Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , 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						

CLAUSE	SECTION 1 : PRELIMINARIES		TOTAL		
12.1.14 [6.5]	<b>Main notice board</b> Specific requirements: The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 2.75 x 3.7m as per the specification and the drawing annexed to these bills of quantities for tender purposes, 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.				
12.1.15 [6.6]	<b>Subcontractors' notice board</b> A notice board is required Specific requirements: None	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.16 [7.2]	<b>Water</b> Option A (by <b>contractor</b> )	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
	Option B (by <b>employer</b> – free of charge)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
	Option C (by <b>employer</b> – metered)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.17 [7.3]	<b>Electricity</b> Option A (by <b>contractor</b> )	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
	Option B (by <b>employer</b> – free of charge)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
	Option C (by <b>employer</b> – metered)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.18 [7.4]	<b>Telecommunications</b> Telephone	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
	Facsimile	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
	E-mail	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
12.1.19 [7.5]	<b>Ablution facilities</b> Option A (by <b>contractor</b> )	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
	Option B (by <b>employer</b> )	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.20 [11.2]	<b>Protection of existing/sectionally occupied works</b> Protection is required	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
12.1.21 [9.2]	<b>Special attendance</b> <b>Subcontractor</b> (1) details: N/A  <b>Subcontractor</b> (2) details: N/A  <b>Subcontractor</b> (3) details: N/A  <b>Subcontractor</b> (4) details: N/A				
12.1.22 [11.1]	<b>Protection of the works</b> Specific requirements: None				
12.1.23 [11.5]	<b>Disturbance</b> Specific requirements: The <b>contractor</b> shall exercise dust and sand control by watering the site regularly and/or by using any other suitable measures such as providing, erecting and removing on completion of the <b>works</b> all necessary temporary dust screens, all to the satisfaction of the <b>principal agent</b> .				
12.1.24 [11.6]	<b>Environmental disturbance</b> Specific requirements: N/A				
12.2 12.2.1 [10.2]	<b>POST-TENDER INFORMATION</b> <b>Payment of preliminaries</b> Option A (prorated)		<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes
(yes/no)	Yes				
	Option B (calculated)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.2.2 [10.3]	<b>Adjustment of preliminaries</b> Option A (three categories)		<table><tr><td>(yes/no)</td><td></td></tr></table>	(yes/no)	
(yes/no)					
	Option B (detailed breakdown)	<table><tr><td>(yes/no)</td><td></td></tr></table>	(yes/no)		
(yes/no)					
12.2.3	<b>Additional agreed preliminaries items</b> Details:				



CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
	SECTION C: SPECIFIC PRELIMINARIES					
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item					
C1.0	CONTRACT DRAWINGS	Item	Fixed:	Value Related:	Time Related:	
	<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 <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p>					
C2.0	GENERAL PREAMBLES	Item	Fixed:	Value Related:	Time Related:	
	<p>The items in the <b>bills of quantities / lump sum document</b> are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from the brevity of descriptions of items fully described in the said Model Preambles for Trades will be entertained.</p> <p>The Department of Public Works Construction Works Specifications (PW371 – A Edition 2.0) shall also apply to the Works.</p>					
C3.0	TRADE NAMES	Item	Fixed:	Value Related:	Time Related:	
	<p>Wherever a trade name for any product has been described in the <b>bills of quantities / lump sum document</b>, 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 <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>					
C4.0	IMPORTED MATERIALS AND EQUIPMENT	Item	Fixed:	Value Related:	Time Related:	
	<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p>					
C5.0	VIEWING THE SITE IN SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	
	<p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purposes</p>					
C6.0	COMMENCEMENT OF WORKS IN SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	
	<p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p>					
C7.0	ENTRANCE PERMITS TO SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	
	<p>As the <b>works</b> falls within a security area the <b>contractor</b> 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 Defence Force, Police or chief security officer</p>					
C8.0	SECURITY CHECK OF PERSONNEL	Item	Fixed:	Value Related:	Time Related:	
	<p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p>					
C9.0	PROHIBITION ON TAKING OF PHOTOGRAPHS	Item	Fixed:	Value Related:	Time Related:	
	<p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p>					
C10.0	OCCUPATIONAL HEALTH AND SAFETY ACT					
	<p>The <b>contractor</b> 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)</p> <p>It is required of the <b>contractor</b> to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b></p> <p>The <b>contractor</b> 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 <b>principal agent</b>, 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 <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause, as well as the clauses that follow hereafter and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under these clauses and no additional claims in this regard shall be entertained</p>					

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
C10.1	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	The <b>contractor</b> shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines. It is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under this clause and the specific related clauses hereafter and no additional claims in this regard shall be entertained						
C10.2	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Preparation of contractor's site specific health and safety plan, including compliance with Covid-19 legislation, regulations and guidelines						
C10.3	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Principal contractor's initial obligations in respect of the Health and Safety Act, Construction Regulations and Covid-19 regulations, etc						
C10.4	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Principal contractor's time related obligations in respect of the Health and Safety Act, Construction Regulations and Covid-19 regulations, etc						
C10.5	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of reflective vests						
C10.6	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of hard hats						
C10.7	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of protective footwear						
C10.8	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of earplugs						
C10.9	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of dust masks						
C10.10	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of gloves						
C10.11	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of high visibility overalls to SARTSM Chapter 13 Level 3						
C10.12	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of SANS approved ear defenders						
C10.13	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of face masks (Covid -19)						
C10.14	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of face shields (Covid -19)						
C10.15	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of gloves (Covid -19)						
C10.16	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:		Value Related:		
	Provision of hand sanitiser (min 70% alcohol), foot press stands and paper towels (Covid -19)						
C10.17	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Provision of covered refuse bins and refuse bags and waste (including hazardous) management (Covid -19)						
C10.18	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Provision of digital infrared non-contact body thermometer (Covid -19, minimum of two per site entrance)						
C10.19	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Provision of perspex screens for office staff (Covid -19, minimum size 600 x 500mm)						
C10.20	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Provision of signage, including Covid -19 related signage						
C10.21	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		
	Provision of full time construction health and safety officer (SACPCMP Registered)						

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
C10.22	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations, and exit examinations						
C10.23	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Medical screenings, examinations, etc in terms of Covid-19 regulations						
C10.24	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Induction training, including Covid-19 training						
C10.25	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Provision of first aid boxes to GSR requirements						
C10.26	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc						
C10.27	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:		Value Related:		Time Related:
	Submission of health and safety file						
C11.0	HIV/AIDS AWARENESS	Item	Fixed:		Value Related:		Time Related:
	<p>It is required of the <b>contractor</b> 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 <b>bills of quantities / lump sum document</b>. Provision for pricing of HIV/AIDS awareness is made under items C11.1 to C11.5 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 <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, 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 <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>						
C11.1	AWARENESS CHAMPAIGN	Item	Fixed:		Value Related:		Time Related:
	Selection, appointment, briefing and making available of an Awareness Campaign including provision of all relevant services, all in accordance with the HIV/AIDS Specification						
C11.2	AWARENESS WORKSHOPS	Item	Fixed:		Value Related:		Time Related:
	Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , 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						
C11.3	POSTERS, BOOKLETS, VIDEOS, ETC.	Item	Fixed:		Value Related:		Time Related:
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification						
C11.4	ACCESS TO CONDOMS	Item	Fixed:		Value Related:		Time Related:
	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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification						
C11.5	MONITORING	Item	Fixed:		Value Related:		Time Related:
	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification						

CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
C12.0	LOCAL LABOUR	Item	Fixed:	Value Related:	Time Related:	
	<p>The <b>contractor</b> shall comply with the following targets with regard to the employment of local labour:</p> <p>For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.  <math display="block">\text{Number of Employees} = 4 \left[ \frac{\text{Contract Value in Rand}}{R1,000,000} \right]</math></p> <ul style="list-style-type: none"> <li>- All unskilled labour to be employed on the project must be local labour,</li> <li>- Contractor to endeavour to employ local semi-skilled and skilled labour,</li> <li>- Local labour to be employed on the project to be residents from geographic area of the Local Municipality within where the project site is situated or, the geographic area excluding the Local Municipality, which falls under the jurisdiction of the District Municipality.</li> <li>- Preference shall be granted to competent labour residing within the Local Municipality above labour residing in the District Municipality.</li> <li>- Local labour employed must not be paid lower than the minimum approved municipal rates in that district or area.</li> </ul> <p>The abovementioned conditions do not apply to the contractor's permanent staff and specialist works.</p> <p>The <b>contractor</b> is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, where after it must be implemented. Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the contractor to the Principal Agent.</p>					
C13.0	USE OF LOCAL SMME's	Item	Fixed:	Value Related:	Time Related:	
	<p>It is the requirement of the <b>employer</b> that the <b>contractor</b> enhances the use of SMME's, as described in the Contract Data, on the project.</p> <p>The contractor shall employ SMME's as domestic subcontractors on this project to execute work to the minimum value of 10% of the contract value.</p> <p>The Targeted Local Labour requirements described elsewhere shall apply mutatis mutandis to the employment of SMME's.</p> <p>The contractor is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum.</p> <p>Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the <b>contractor</b> to the <b>Principal Agent</b>.</p>					
C14.0	USE OF LOCAL BUILDING MATERIALS	Item	Fixed:	Value Related:	Time Related:	
	<p>Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:</p> <p>(a) Such materials comply in all respects with the specific requirements of PW371-A specification  (b) The availability of such materials shall not adversely affect the desired progress of the specific works  (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof  (d) The minimum target for materials sourced locally is 20% of the contract value.  (e) Local is hereby defined as the district in which the project(s) is/are located.</p> <p>Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the <b>contractor</b> to the <b>Principal Agent</b>.</p>					
C15.0	REPORTING BY CONTRACTOR	Item	Fixed:	Value Related:	Time Related:	
	<p>The <b>contractor</b> is required to complete the mandatory monthly contractor's report which is to be submitted together with the contractor's payment certificate.</p> <p>Payment to contractor shall be subject to the aforementioned being submitted timeously and accurately.</p>					
C16.0	COMMUNITY LIAISON OFFICER	Item	Fixed:	Value Related:	Time Related:	
	<p>The <b>contractor</b> shall employ during the <b>construction period</b> a community liaison officer. A provisional sum has been included in C2:2: Bills of Quantities for the salary of the community liaison officer, but the <b>contractor</b> shall allow for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.</p>					

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
	COLLECTION	FIXED		VALUE RELATED		TIME RELATED	AMOUNT
A1.0	DEFINITIONS AND INTERPRETATION						
A2.0	OFFER, ACCEPTANCE AND PERFORMANCE						
A3.0	DOCUMENTS						
A4.0	DESIGN RESPONSIBILITY						
A5.0	EMPLOYER'S AGENTS						
A6.0	SITE REPRESENTATIVE						
A7.0	COMPLIANCE WITH REGULATIONS						
A8.0	WORKS RISK						
A9.0	INDEMNITIES						
A10.0	WORKS INSURANCES						
A11.0	LIABILITY INSURANCES						
A12.0	EFFECTING INSURANCES						
A13.0	NO CLAUSE						
A14.0	SECURITY						
A15.0	PREPARATION FOR AND EXECUTION OF THE WORKS						
A16.0	ACCESS TO THE WORKS						
A17.0	CONTRACT INSTRUCTIONS						
A18.0	SETTING OUT OF THE WORKS						
A19.0	ASSIGNMENT						
A20.0	NOMINATED SUBCONTRACTORS						
A21.0	SELECTED SUBCONTRACTORS						
A22.0	EMPLOYER'S DIRECT CONTRACTORS						
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS						
A24.0	PRACTICAL COMPLETION						
A25.0	WORKS COMPLETION						
A26.0	FINAL COMPLETION						
A27.0	LATENT DEFECTS LIABILITY PERIOD						
A28.0	SECTIONAL COMPLETION						
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION						
A30.0	PENALTY FOR NON-COMPLETION						
A31.0	INTERIM PAYMENT TO THE CONTRACTOR						
A32.0	ADJUSTMENT TO THE CONTRACT VALUE						
A33.0	RECOVERY OF EXPENSE AND LOSS						
A34.0	FINAL ACCOUNT AND FINAL PAYMENT						
A35.0	PAYMENT TO OTHER PARTIES						
A36.0	CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT						
A37.0	CANCELLATION BY EMPLOYER – LOSS AND DAMAGE						
A38.0	CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT						
A39.0	CANCELLATION – CESSATION OF THE WORKS						
A40.0	DISPUTE SETTLEMENT						
A41.0	STATE CLAUSES						
A42.0	THE SCHEDULE (C1.2: CONTRACT DATA)						
B1.0	DEFINITIONS AND INTERPRETATION						
B1.1	Definitions and interpretation						
B2.0	DOCUMENTS						
B2.1	Checking of documents						
B2.2	Provisional bills of quantities						
B2.3	Availability of construction documentation						
B2.4	Interests of agents						
B2.5	Priced documents						
B2.6	Tender submission						
B3.0	THE SITE						
B3.1	Defined works area						
B3.2	Geotechnical investigation						
B3.3	Inspection of the site						
B3.4	Existing premises occupied						
B3.5	Previous work – dimensional accuracy						
B3.6	Previous work – defects						
B3.7	Services – known						
B3.8	Services – unknown						
B3.9	Protection of trees						
B3.10	Articles of value						
B3.11	Inspection of adjoining properties						
B4.0	MANAGEMENT OF CONTRACT						
B4.1	Management of the works						
B4.2	Programme for the works						
B4.3	Progress meetings						
B4.4	Technical meetings						
B4.5	Labour and plant records						
B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS						
B5.1	Samples of materials						
B5.2	Workmanship samples						
B5.3	Shop drawings						
B5.4	Compliance with manufacturers' instructions						
B6.0	TEMPORARY WORKS AND PLANT						
B6.1	Deposits and fees						
B6.2	Enclosure of the works						
B6.3	Advertising						
	COLLECTION	FIXED		VALUE RELATED		TIME RELATED	AMOUNT
B6.4	Plant, equipment, sheds and offices						
B6.5	Main notice board						
B6.6	Subcontractors' notice board						

CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
B7.0	TEMPORARY SERVICES						
B7.1	Location						
B7.2	Water						
B7.3	Electricity						
B7.4	Telecommunication facilities						
B7.5	Ablution facilities						
B8.0	PRIME COST AMOUNTS						
B8.1	Responsibility for prime cost amounts						
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS						
B9.1	General attendance						
B9.2	Special attendance						
B9.3	Commissioning – fuel, water and electricity						
B10.0	FINANCIAL ASPECTS						
B10.1	Statutory taxes, duties and levies						
B10.2	Payment for preliminaries						
B10.3	Adjustment of preliminaries						
B10.4	Payment certificate cash flow						
B11.0	GENERAL						
B11.1	Protection of the works						
B11.2	Protection / isolation of existing / sectionally occupied works						
B11.3	Security of the works						
B11.4	Notice before covering work						
B11.5	Disturbance						
B11.6	Environmental disturbance						
B11.7	Works cleaning and clearing						
B11.8	Vermis						
B11.9	Overhand work						
B11.10	Instruction manuals and guarantees						
B11.11	As built information						
B11.12	Tenant installations						
B12.0	SCHEDULE OF VARIABLES						
B12.1	Pre-tender information						
C1.0	CONTRACT DRAWINGS						
C2.0	GENERAL PREAMBLES						
C3.0	TRADE NAMES						
C4.0	IMPORTED MATERIALS AND EQUIPMENT						
C5.0	VIEWING THE SITE IN SECURITY AREAS						
C6.0	COMMENCEMENT OF WORKS IN SECURITY AREAS						
C7.0	ENTRANCE PERMITS TO SECURITY AREAS						
C8.0	SECURITY CHECK OF PERSONNEL						
C9.0	PROHIBITION ON TAKING OF PHOTOGRAPHS						
C10.0	OCCUPATIONAL HEALTH AND SAFETY ACT						
C10.1	OCCUPATIONAL HEALTH AND SAFETY						
C10.2	OCCUPATIONAL HEALTH AND SAFETY						
C10.3	OCCUPATIONAL HEALTH AND SAFETY						
C10.4	OCCUPATIONAL HEALTH AND SAFETY						
C10.5	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.6	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.7	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.8	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.9	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.10	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.11	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.12	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.13	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.14	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.15	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.16	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
C10.17	OCCUPATIONAL HEALTH AND SAFETY						
C10.18	OCCUPATIONAL HEALTH AND SAFETY						
C10.19	OCCUPATIONAL HEALTH AND SAFETY						
C10.20	OCCUPATIONAL HEALTH AND SAFETY						
C10.21	OCCUPATIONAL HEALTH AND SAFETY						
C10.22	OCCUPATIONAL HEALTH AND SAFETY						
C10.23	OCCUPATIONAL HEALTH AND SAFETY						
C10.24	OCCUPATIONAL HEALTH AND SAFETY						
C10.25	OCCUPATIONAL HEALTH AND SAFETY						
C10.26	OCCUPATIONAL HEALTH AND SAFETY						
C10.27	OCCUPATIONAL HEALTH AND SAFETY						
C11.0	HIV/AIDS AWARENESS						
C11.1	AWARENESS CHAMPAIGN						
C11.2	AWARENESS WORKSHOPS						
C11.3	POSTERS, BOOKLETS, VIDEOS, ETC.						
C11.4	ACCESS TO CONDOMS						
C11.5	MONITORING						
C12.0	LOCAL LABOUR						
	<b>COLLECTION</b>	<b>FIXED</b>		<b>VALUE RELATED</b>		<b>TIME RELATED</b>	<b>AMOUNT</b>
C13.0	USE OF LOCAL SMME's						
C14.0	USE OF LOCAL BUILDING MATERIALS						
C15.0	REPORTING BY CONTRACTOR						
C16.0	COMMUNITY LIAISON OFFICER						
	<b>TOTAL EXCLUDING VAT</b>						
<b>TOTAL EXCLUDING VAT CARRIED TO FINAL SUMMARY PAGE</b>							

CLAUSE	SECTION 1 : PRELIMINARIES		TOTAL
--------	---------------------------	--	-------

**SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE:  
CLUSTER B**

Item	Description	Uom	Quantity	Rate	Amount
	<p><b>SECTION NO. 2 : MODULAR STRUCTURES</b></p> <p><b>BILL NO. 1 : CONCRETE, FORMWORK AND REINFORCEMENT</b></p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Cost of tests:</p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).</p> <p>Formwork:</p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p>Movement joints:</p> <p>Formwork to edges of concrete at movement joints has been measured separately, unless otherwise described.</p> <p><b>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</b></p>				



SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE: CLUSTER B					
Item	Description	Uom	Quantity	Rate	Amount
	15MPa/20mm concrete:				
1	Surface blinding under footings and bases. (Provisional)	m <sup>3</sup>	2		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	20MPa/19mm concrete:				
2	Bases (Provisional)	m <sup>3</sup>	29		
	REINFORCED CONCRETE CAST ON/IN FORMWORK				
	25MPa/19mm concrete				
3	Surface beds cast in panels	m <sup>3</sup>	9		
4	Concrete in apron laid to fall	m <sup>3</sup>	16		
	CONCRETE TESTS				
	Test blocks:				
5	Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	12		
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with a wood float:				
6	Surface beds to falls.	m <sup>2</sup>	164		
	Finishing top surfaces of concrete smooth with a steel trowel				
7	Surface beds, slabs, etc.	m <sup>2</sup>	85		
	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Smooth Formwork to Sides:				
8	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	335		
9	To sides of concrete base	m <sup>2</sup>	194		
	MOVEMENT JOINTS ETC				
	Vertical construction joints through concrete including thick cement slurry to one face:				
10	Surface beds not exceeding 300mm thick.	m	108		
	REINFORCEMENT (PROVISIONAL)				
	Fabric reinforcement:				

SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE: CLUSTER B					
Item	Description	Uom	Quantity	Rate	Amount
11	Mesh Ref. No. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m²	164		
12	Mesh Ref. No. 245 fabric reinforcement in concrete surface beds, slabs, etc.	m²	85		
<b>TOTAL</b>	<b>BILL NO. 1 : CONCRETE, FORMWORK AND REINFORCEMENT</b>				
	<b>BILL NO. 2 : CARPENTRY AND JOINERY</b>				
	PREFABRICATED CLASSROOMS AND OTHER OPERATIONAL STRUCTURES				
	Prices must include for all internal electrical and air-conditioning installations in accordance with the project specification. External services and the connection thereto will be provided by other contractors and is not part of this contract.				
1	Construction of Classroom unit, size 10.12m long x 8.58m wide complete with windows glazed with 6.3mm laminated safety glass, external door with steps, ramps, vinyl floor tiles, white boards, pinning boards, teacher's cupboard, including fascias, gutters and downpipes and all electrical installations all as specified. Structure to conform to NHBRC and SANS standards.	No	2		
2	Construction of Multi-purpose Classroom unit, size 10.69m long x 8.64m wide complete including 2.2m wide verandah with windows glazed with 6.3mm laminated safety glass, external door with steps, ramps, vinyl floor tiles, white boards, pinning boards, teacher's cupboard, including fascias, gutters and downpipes and all electrical installations all as specified. Structure to conform to NHBRC and SANS standards.	No	1		
3	Construction of Combined Admin and Nutrition unit, size 18.92m long x 6.44m wide complete including two covered entrances with windows glazed with 6.3mm laminated safety glass, external door with steps, ramps, vinyl floor tiles, white boards, pinning boards, teacher's cupboard, including fascias, gutters and downpipes and all electrical installations all as specified. Structure to conform to NHBRC and SANS standards.	No	1		
<b>TOTAL</b>	<b>BILL NO. 2 : CARPENTRY AND JOINERY</b>				
<b>TOTAL</b>	<b>SECTION NO. 2 : MODULAR STRUCTURES</b>				

**SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE:  
CLUSTER B**

Item	Description	Uom	Quantity	Rate	Amount
	<b>SECTION NO. 3 : PROVISIONAL SUMS</b>				
	<b>BILL NO. 1 : PROVISIONAL SUMS</b>				
	The following provisional amounts are for work to be carried out by nominated or selected sub-contractors in terms of the applicable subclauses of clause 20 of the Principal Building Agreement:				
	<b>ELECTRICAL INSTALLATIONS</b>				
1	Provide the sum of R 281 000.00 (Two Hundred and Eighty One Thousand Rand) for electrical installation, etc.	Item	1	R 281,000.00	
2	Allow for profit	Item	1		
3	Allow for attendance	Item	1		
	<b>KITCHEN EQUIPMENT</b>				
4	Provide the sum of R 100 000.00 (One Hundred Thousand Rand) for supply and installation of kitchen equipment.	Item	1	R 100,000.00	
5	Allow for profit	Item	1		
6	Allow for attendance	Item	1		
	<b>SECURITY GATES</b>				
7	Provide the sum of R 80 000.00 (Eighty Thousand Rand) for supply and installation of security gates.	Item	1	R 80,000.00	
8	Allow for profit	Item	1		
9	Allow for attendance	Item	1		
	<b>INTERN EMPLOYMENT</b>				
10	Provide the sum of R 40 000.00 (Forty Thousand Rand) for intern employment and equipment.	Item	1	R 40,000.00	
11	Allow for profit	Item	1		
12	Allow for attendance	Item	1		
	<b>MONETARY ALLOWANCES, ETC.</b>				
	The following monetary provisions are to be omitted from the contract sum and used as directed below:				
13	Provide the sum of R 320 000 (Three Hundred and Twenty Thousand) for Contingencies, to be used as instructed by the Principal Agent in terms of clause 17 of the Principal Building Agreement..	Item	1	R 320,000.00	
<b>TOTAL</b>	<b>BILL NO. 1 : PROVISIONAL SUMS</b>				

SUPPLY OF MODULAR STRUCTURES AT QHAMILE JUNIOR PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE: CLUSTER B					
Item	Description	Uom	Quantity	Rate	Amount
<b>TOTAL</b>	<b>SECTION NO. 3 : PROVISIONAL SUMS</b>				
<b>FINAL SUMMARY</b>					<b>TOTAL</b>
<b>SECTION NO. 1 : PRELIMINARIES</b>  <b>SECTION NO. 2 : MODULAR STRUCTURES</b> <i>BILL NO. 1 : CONCRETE, FORMWORK AND REINFORCEMENT</i> <i>BILL NO. 2 : CARPENTRY AND JOINERY</i>  <b>SECTION NO. 3 : PROVISIONAL SUMS</b> <i>BILL NO. 1 : PROVISIONAL SUMS</i>					
<b>SUB - TOTAL EXCLUDING VAT</b>  ADD: 15% VALUE ADDED TAX					
<b>TOTAL INCLUDING 15% VAT</b>					