

Project: Charlotte Maxeke - Supply and Install Network Points at Block D - WITS Oral Health
Package: Work Package 1: Network Points at Block D - WITS Oral Health
Number: RFQ102/2022

Item No	Description	Unit	Quantity	Rate	Amount
	SECTION NO 1 : PRELIMINARIES				
	The agreement shall be the Minor Works Agreement (Series 2000) recommended by the Joint Building Contracts Committee, March 2014 edition.				
	Site Establishment				
	The JBCC Preliminaries (Series 2000), March 2014, edition, for use with the abovementioned Minor Works Agreement shall be incorporated herein.				
	Tenderers are deemed to have referred to these 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.				
	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.				
	Where any item is not relevant to this specific contract such item is marked "Not applicable".				
	Pricing and adjustment of Preliminaries				
	If Option A as set out in clause 3.2.1 of the JBCC Contract Data - CE Contractor to Employer (Addendum "A") is selected by the contractor for the adjustment of the preliminaries, each item priced is to be allocated to one or more of the three categories by insertion of "F", "V" or "T" as the case may be against the price in the "Rate" column immediately preceding the "Amount" column, 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 variable in proportion to time.				
	SECTION A : MINOR WORKS AGREEMENT				
	Definitions				
1	Clause 1.0 - Definitions and interpretations	Item			
	The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1]				
	F:..... V:..... T:.....	Item			
2	Clause 4.0 - Documents, Design and Assignment				
	The contract drawings are as listed in the "Notes to Tenders" of the bills of quantities				
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [5.8.4]				
	F:..... V:..... T:.....	Item			
3	Clause 6.0 - Principal Agent				
	F:..... V:..... T:.....	Item			

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Package: Work Package 1: Network Points at Block D - WITS Oral Health
Number: RFQ102/2022

Item No	Description	Unit	Quantity	Rate	Amount
	Insurance and Security				
4	Clause 8.0 - Risks, Indemnities and Insurances				
	Clause 8.1 contractor at risk				
	F:..... V:..... T:.....	Item			
5	Clause 9.0 - Security				
	F:..... V:..... T:.....	Item			
	Execution				
6	Clause 10.0 - Employer				
	Clause 10.1.8 not applicable				
	F:..... V:..... T:.....	Item			
7	Clause 11.0 - Contractor				
	F:..... V:..... T:.....	Item			
8	Clause 13.0 - Direct contractors				
	F:..... V:..... T:.....	Item			
	Completion				
9	Clause 15.0 - Practical completion				
	F:..... V:..... T:.....	Item			
10	Clause 16.0 - Defects Liability Period and Final completion				
	F:..... V:..... T:.....	Item			
11	Clause 17.0 - Revision of the date for practical completion				
	F:..... V:..... T:.....	Item			
	The removal and replacement of materials and/or workmanship which do not conform to specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [20.0]				
	F:..... V:..... T:.....	Item			
12	Clause 18.0 - Penalty for non-completion				
	Payment				
13	Clause 19.0 - Valuation and payment to contractor				
	Clause 19 has been ammended to read that the employer shall pay the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate.				
	F:..... V:..... T:.....	Item			

Item No	Description	Unit	Quantity	Rate	Amount
14	Clause 20.0 - Adjustment to the contract value and final account				
	All fluctuations in costs of labour and materials during the course of the works, with the exception of fluctuations in the rates of foreign exchange or of Value Added Tax, shall be for the account of the contractor .				
	Termination				
15	Clause 21.0 - Termination				
	F:..... V:..... T:.....	Item			
	Dispute Resolution				
16	Clause 22.0 - Settlement of disputes				
	F:..... V:..... T:.....	Item			
17	Agreement				
	The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the agreement for signature of the agreement by the parties				
	F:..... V:..... T:.....	Item			
	SECTION B - PRELIMINARIES				
	Definitions and interpretation				
18	Clause 1.0 - Definitions and interpretation				
	F:..... V:..... T:.....	Item			
	Documents				
19	Checking of documents				
	These documents contain pages and annexures as indexed.				
	The 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 as recommended and published by the Association of South African Quantity Surveyors, 2008 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.				
	F:..... V:..... T:.....	Item			
20	Provisional bills of quantities				
	F:..... V:..... T:.....	Item			
21	Availability of construction documentation				
	F:..... V:..... T:.....	Item			
	Previous work and adjoining properties				
22	Previous work - dimensional accuracy				

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Item No	Description	Unit	Quantity	Rate	Amount
	F:..... V:..... T:.....	Item			
23	Previous work - defects				
	F:..... V:..... T:.....	Item			
24	Inspection of adjoining properties				
	F:..... V:..... T:.....	Item			
	Temporary services				
25	Water				
	Water for the works shall be provided by the employer to the contractor in accordance with Option C (metered).				
	F:..... V:..... T:.....	Item			
26	Electricity				
	Electricity and lighting for the works shall be provided by the contractor in accordance with Option A .				
	F:..... V:..... T:.....	Item			
27	Telecommunication facilities				
	F:..... V:..... T:.....	Item			
28	Ablution facilities				
	The contractor shall provide ablution facilities in accordance with Option A				
	F:..... V:..... T:.....	Item			
	General				
29	Protection of the works				
	F:..... V:..... T:.....	Item			
30	Protection/isolation of existing/sectionally occupied works				
	F:..... V:..... T:.....	Item			
31	Security of the works				
	The contractor and sub-contractors shall be responsible for ensuring that only those guards and watchmen necessary for security will be permitted to reside on the site . No workforce labourers shall be permitted to live on the site at any time during the execution of the works				
	F:..... V:..... T:.....	Item			
32	Disturbance				
	F:..... V:..... T:.....	Item			

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Number: RFQ102/2022

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33	Environmental disturbance				
	F:..... V:..... T:.....	Item			
34	Works cleaning and clearing				
	The contractor shall ensure that the roads, pavements, etc leading to and around the site are kept free from obstruction, debris, etc at all times. In no way shall the work on the site be the cause of any inconvenience or hindrance to traffic or pedestrians. The contractor shall be responsible to ensure that all vehicles leaving the site do not deposit earth, mud, debris, etc either by spillage or via the wheels on any roads.				
	The contractor shall have no claim against the employer in the event that the contractor is held accountable by any local authority or police for any action such as overloading vehicles, causing damage to roads while carting goods and materials onto or away from the site , restrictions on masses or dimensions of loads, holding up traffic, etc				
	F:..... V:..... T:.....	Item			
35	Vermin				
	F:..... V:..... T:.....	Item			
36	Overhand work				
	F:..... V:..... T:.....	Item			
	10.0 SCHEDULE OF VARIABLES				
	Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.				
	10.1 Provisional bills of quantities [2.2] The quantities are provisional Yes				
	10.2 Availability of construction documentation [2.3] Construction documentation is complete No				
	10.3 Previous work - dimensional accuracy [3.1] Details: Not applicable				
	10.4 Previous work - defects [3.2] As per Preliminaries				
	10.5 Inspection of adjoining properties [3.3] Specific requirements: The contractor shall make a photographic record of all adjoining properties, walls, boundary fences, roads, pavements, kerbs, etc that could be affected by the works .				
	10.6 Water [6.1] Option A (by contractor) No Yes Option C (by employer - metered) Yes				
	10.7 Electricity [6.2] Option A (by contractor) Yes Yes Option C (by employer - metered) No				

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	10.8 Telecommunications				
	[6.3] Telephone Yes				
	Facsimile Yes				
	E-mail Yes				
	10.9 Ablution facilities				
	[6.4] Option A (by contractor) Yes				
	Option B (by employer) No				
	10.10 Protection of the works				
	[9.1] Protection is required Yes				
	10.11 Protection of existing /sectionally occupied works				
	[9.2] Protection is required Yes				
	10.12 Disturbance				
	[9.5] Specific requirements: None				
	10.13 Environmental disturbance				
	[9.6] Specific requirements: None				
	SECTION C : SPECIFIC PRELIMINARIES				
37	Proprietary branded products.				
	The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.				
	F:..... V:..... T:.....	Item			
38	Non cession of monies.				
	The contractor shall not cede or assign his rights or claims to any monies due or to become due under this contract.				
	F:..... V:..... T:.....	Item			
39	Contract instructions.				
	Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be supplied and maintained on site by the contractor .				
	F:..... V:..... T:.....	Item			
40	Statutory taxes, duties and levies.				
	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT). All prices and rates contained in these bills of quantities must therefore exclude VAT.				
	F:..... V:..... T:.....	Item			
41	Instruction manuals and guarantees on products and workmanship.				
	Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer , from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract.				

Item No	Description	Unit	Quantity	Rate	Amount
	The guarantee shall state workmanship, materials and installation are guaranteed for a specific period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so.				
	This guarantee will not be enforced if the work is damaged by structural defects in the building in which case the responsibility for replacement shall rest entirely with the contractor . The principal agent shall be the sole judge of the cause responsible for defects in the work and his ruling shall be final and binding				
	F:..... V:..... T:.....	Item			
42	Supervision by principal agent .				
	The principal agent shall make such visits to the works as he may from time to time deem necessary. In the event of any matter arising which the contractor considers of such importance that the principal agent must be consulted, every reasonable attempt shall be made by the contractor to communicate with him before proceeding with the point at issue.				
	It must, however, be borne in mind that the principal agent is employed to ensure correct compliance with the terms of this contract, that proper building procedures in accordance with the best traditions of the various trades are followed and that finishes, etc are all as specified and to his complete satisfaction.				
	The principal agent is thus in no way responsible for any act or omission on the part of the contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any local regulations.				
	The contractor therefore remains at all times responsible for any such neglect, deviation or wrong act, whether the same be discovered before or after the final or any other certificate, is approved				
	F:..... V:..... T:.....	Item			
43	Technical assistants and workforce labour				
	The contractor and any subcontractor shall provide and employ (a) only such technical assistants as are skilled and experienced in their respective trade and function, and such sub agents, foremen and charge hands as are competent to give proper supervision to the work they are required to supervise; and (b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timeous execution of the works .				
	The principal agent shall be empowered to object to and instruct the contractor to forthwith remove from the site any person employed by the contractor or subcontractors , who, in the opinion of the principal agent , misconducts himself or is incompetent or negligent in the proper performance of his duties. Any person so removed shall be immediately replaced by the contractor or subcontractor .				
	F:..... V:..... T:.....	Item			
44	Employment of illegal workers				

Item No	Description	Unit	Quantity	Rate	Amount
	No illegal (migrant) workers may be employed or allowed on the site by any contractor or subcontractor . Precautions to prevent illegal workers being employed shall include but not be limited to the following:				
	1. Records of all workers shall be maintained by all contractors and subcontractors , and shall be submitted to the contractor's site agent on a daily basis. 2. Advise all persons entering the site by means of notices or posters that illegal workers will not be employed on the site , and that any illegal workers found on site will be reported to the authorities. 3. Advise all persons entering the site by means of notices or posters that anyone who fails to provide full and proper means of identification when requested to do so by a supervisor will not be allowed to remain on the site .				
	F:..... V:..... T:.....	Item			
45	Health and Safety regulations.				
	All contractors and subcontractors shall carry out all works in full compliance with the Construction Regulations 2003 of the Occupational Health and Safety Act No 85 1993 as amended and in compliance with the employer's project Health and Safety Specification for the works).				
	Contractors and subcontractors shall allow for full compliance with all health and safety measures and requirements during the execution of the works against this item.				
	The employer reserves the right to take responsible action should any breaches of the above regulations come to their notice, including the provision of and insistence on the use of hard hats and safety boots by any person on the site, the cost for purchase of which will be borne by the contractor .				
	Any person found on the site in possession of any liquor containers whether sealed or opened shall be referred to their senior and shall be subjected to immediate eviction from the site .				
	The Contractor's attention is drawn to the necessity in terms of the Occupational Health Safety Act (Act 85 of 1993), as amended, to appoint a Responsible Person. If the Responsible Person is not the Contractor's Site Agent, the contractor shall in addition appoint a Site Agent who shall be on site during working hours and any orders or instructions given by the principal agent to the Site Agent shall be deemed to have been given to the contractor .				
	F:..... V:..... T:.....	Item			
46	Fire protection				
	The contractor shall provide fire extinguishers, sand buckets and other approved fire fighting equipment at all floor levels and at intermediate stations as necessary during the execution of the works .				
	F:..... V:..... T:.....	Item			
47	Overtime				

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 Number: RFQ102/2022

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	The contractor shall only be entitled to additional payments for work done outside of normal working hours when he is specifically instructed by the principal agent or the employer to undertake that work outside of such normal working hours.				
	Overtime work necessitated to recover lost progress will be for the contractor's account, unless such lost progress is caused by any party other than the contractor or his subcontractors .				
	F:..... V:..... T:.....	Item			
	Sub-Total				R -
	SUMMARY OF CATEGORIES				
	Category : Fixed			R -	
	Category : Value			R -	
	Category : Time			R -	
	Sub-Total carried to Final Summary				R -

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Item No	Description	Unit	Quantity	Rate	Amount
	Sub-Total carried to Final Summary				R -

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	Grand Total - Including VAT - Carried forward to Form of Offer			R -