



DEVELOPMENT BANK OF SOUTHERN AFRICA

**PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS
PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE**

TENDER NO. RFP267/2023

C2.2: BILL OF QUANTITIES

SECTION 1 : PRELIMINARIES

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE						
CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
	<p>MEANING OF TERMS "TENDER / TENDERER"</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>PRELIMINARIES</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>PRICING OF PRELIMINARIES</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>					
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT					
	DEFINITIONS					
A1.0	DEFINITIONS AND INTERPRETATION	Item	Fixed:	Value Related:	Time Related:	
	<p>Clause 1.0</p> <p>SCC 1.1 - Definition of "Interest" is amended by replacing it with the following:</p> <p>"INTEREST" 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>SCC 1.5 - The following new paragraphs are added after clause 1.5.6:</p> <p>1.5.7 References to any party to this agreement include its successors or permitted assigns;</p> <p>1.5.8 References to the contractor include the obligations of its personnel;</p> <p>1.5.9 References to "month" shall be to a calendar month;</p> <p>1.5.10 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;</p> <p>1.5.11 References containing terms such as "best endeavours" when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.</p> <p>1.5.12 If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;</p> <p>1.5.13 Where any word is defined within the context of any particular clause in this agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that word has not been defined in clause 1.1;</p> <p>1.5.14 Words defined in this agreement shall bear the same meanings in any annexes or schedules to this agreement unless the annexes or schedules contain their own definitions of such words;</p> <p>1.5.15 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;</p> <p>1.5.16 Words and abbreviations that have well known technical or trade meanings are used in the agreement in accordance with such recognized meanings;</p> <p>1.5.17 The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;</p> <p>1.5.18 the rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply."</p> <p>SCC 1.10 Add the following new Clause:</p> <p>"SCC 1.10 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 employer and the contractor shall not furnish any information in connection with the works to any person or organization without the prior written approval of the employer to this effect other than subcontractors appointed for purposes of this agreement."</p> <p>SCC 1.11 Add the following new Clause:</p> <p>"SCC 1.11 Any provision in this agreement that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this agreement in such jurisdiction, without invalidating the remaining provisions of this agreement in such jurisdiction or affecting it in any other jurisdiction"</p> <p>OBJECTIVE AND PREPARATION</p>					
A2.0	OFFER, ACCEPTANCE AND PERFORMANCE	Item	Fixed:	Value Related:	Time Related:	
	<p>Clause 2.0</p>					
A3.0	DOCUMENTS	Item	Fixed:	Value Related:	Time Related:	
	<p>Clause 3.0</p> <p>Sub-clause 3.5 is amended by replacing it with: 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 contractor shall keep a copy of all drawings, schedules, unpriced bills of quantities/lump sum document, contract instructions , 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 site to which the employer, principal agent and agents shall have access at all times. The employer has the right to call for such further information from the contractor 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 contractor has to supply to the employer 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 "principal agent" with the word "employer"</p>					
A4.0	DESIGN RESPONSIBILITY	Item	Fixed:	Value Related:	Time Related:	
	<p>Clause 4.0</p>					
A5.0	EMPLOYER'S AGENTS	Item	Fixed:	Value Related:	Time Related:	
	<p>Clause 5.0</p>					

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							TOTAL
CLAUSE	SECTION 1 : PRELIMINARIES						
A6.0	SITE REPRESENTATIVE Clause 6.0	Item	Fixed:		Value Related:		
A7.0	COMPLIANCE WITH REGULATIONS Clause 7.0 Sub-clause 7.3 added: 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. Sub-clause 7.3.1 is added: Notwithstanding any actions which the employer may take, the contractor 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 contractor is liable as mandatory. By entering into this agreement 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 contractor in the event the parties fail to execute the aforesaid mandatory agreement." Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document 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.	Item	Fixed:		Value Related:		
A8.0	WORKS RISK Clause 8.0	Item	Fixed:	R -	Value Related:		
A9.0	INDEMNITIES Clause 9.0	Item	Fixed:		Value Related:		
A10.0	WORKS INSURANCES Clause 10.0	Item	Fixed:		Value Related:		
A11.0	LIABILITY INSURANCES Clause 11.0	Item	Fixed:		Value Related:		
A12.0	EFFECTING INSURANCES Clause 12.0	Item	Fixed:		Value Related:		
A13.0	NO CLAUSE	Item	Fixed:		Value Related:		
A14.0	SECURITY Clause 14.0 Sub-clause 14.1 is amended by replacing it with: The employer shall have the right to choose the security to be provided in terms of 14.3 or 14.4 as stated in the schedule . The contractor shall provide the security required or chosen by the employer in the schedule substantially in the format prescribed in the tender documents that the contractor submitted a tender offer. The required security shall be provided in the time period prescribed by the employer in the conditional letter of acceptance of the contractor's tender offer. Sub-clause 14.3 is amended by replacing the percentage of "twelve point five (12.5%)" with "ten (10%)" Sub-clause 14.4 is amended by replacing the percentage of "seven point five (7.5%)" with "ten (10%)" The following sub-clause 14.7(a) is added before clause 14.7: 14.7a) The construction guarantee provided by the contractor shall remain valid for the term of the agreement until the defect's liability period. In case of extensions, the security must also be extended or replaced by another construction guarantee of the same value, with an effective term equal to the term of extension. If the contractor fails to keep valid security for the duration of the agreement , the principal agent shall deduct an amount of 10% from each interim payment certificate and withhold the amount until the contractor provides a valid construction guarantee. Once the contractor provides the valid construction guarantee, the principal agent will then release the amount held from each payment certificate in the next payment certificate . 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. Sub-clause 14.9 is added: A payment reduction of five (5%) of the value of each payment certificate up to a maximum of five (5%) of the contract sum will be applied until practical completion . At practical completion the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the final account is issued. The employer reserves the right to use retention money to correct defects where contractor fails to correct, fails or refuses to pay service provides or its subcontractors.	Item	Fixed:		Value Related:		
A15.0	PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.0 Sub-clause 15.1 is amended by replacing the the words " principal agent " with the word " employer "	Item	Fixed:		Value Related:		
A16.0	ACCESS TO THE WORKS Clause 16.0	Item	Fixed:		Value Related:		
A17.0	CONTRACT INSTRUCTIONS Clause 17.0	Item	Fixed:		Value Related:		
A18.0	SETTING OUT OF THE WORKS Clause 18.0	Item	Fixed:		Value Related:		
EXECUTION							

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							TOTAL
CLAUSE	SECTION 1 : PRELIMINARIES						
A19.0	ASSIGNMENT Clause 19.0 SCC 19 <i>Delete clause 19 in its entirety and replace it with the following:</i> 19.1 The contractor does not cede, delegate or assign any of its rights or obligations to any person. 19.2 Notwithstanding the above, the employer may, on written notice to the contractor , cede and delegate, handover, its rights and obligations under this contract to a Related Party or a Client of the employer . On cession the Client becomes the employer and takes full responsibility. For the purpose hereof the above clause: 19.2.1 a "Related Party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the works or acts as an implementing agent, ("control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning); and Client means the owner, funder and or sponsor of the project and or programme managed in terms of the MOA between the Client and DBSA	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 Sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 is amended by replacing it with: The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.	Item	Fixed:	Value Related:	Time Related:		
A22.0	EMPLOYER'S DIRECT CONTRACTORS Clause 22.0	Item	Fixed: N/A	Value Related: N/A	Time Related: N/A		N/A
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Sub-clause 23.3 is added: The contractor may not subcontract the whole of the work without the written instruction or approval of the employer . In such event the employer may require the contractor to cede the contract to the subcontractor. Sub-clause 23.4 is added: The subcontractors appointed by the contractor to comply with the developmental and transformation requirements from the employer in 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 agreement , and sub-clauses 23.1 and 23.2 will apply accordingly. Sub-clause 23.5 is added: The contractor shall submit the agreement for each subcontract to the principal agent and employer may redact all commercially sensitive information. Sub-clause 23.6 is added: Contractors failure to pay Subcontractors If the contractor fails to make payment of any amount due and payable to a subcontractor ("the Subcontractor debt") and the principal agent considers that the subcontractor debt has an adverse impact(s) on the progress of the works or the obligations of the contractor under the agreement , the principal agent may request evidence of payment to the subcontractor. In the absence of such evidence, the employer may (at its own discretion) pay the subcontractor debt directly to the subcontractor concerned. Such payment is, for all purposes under the agreement , regarded as a payment made on behalf of the contractor and at the request of and with the approval and consent of the contractor , as a payment towards the contract sum. As such, payment to the contractor shall be less the payment to the subcontractor. All adverse effects as a result of or arising from the subcontractor debt does not entitle the contractor to any cost or time.	Item	Fixed:	Value Related:	Time Related:		
COMPLETION							
A24.0	PRACTICAL COMPLETION Clause 24.0	Item	Fixed:	Value Related:	Time Related:		
A25.0	WORKS COMPLETION Clause 25.0	Item	Fixed:	Value Related:	Time Related:		
A26.0	FINAL COMPLETION Clause 26.0	Item	Fixed:	Value Related:	Time Related:		
A27.0	LATENT DEFECTS LIABILITY PERIOD Clause 27.0	Item	Fixed:	Value Related:	Time Related:		
A28.0	SECTIONAL COMPLETION Clause 28.0	Item	Fixed:	Value Related:	Time Related:		
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0	Item	Fixed:	Value Related:	Time Related:		
A30.0	PENALTY FOR NON-COMPLETION Clause 30.0 Sub-clause 30.1 is amended by replacing the reference to sub-clause "36.3" with clause "36.0".	Item	Fixed:	Value Related:	Time Related:		
PAYMENT							
A31.0	INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Sub-clause 31.9 is amended by replacing the term of "seven (7) calendar days " in the first line with the term of "thirty (30) calendar days " Sub-clause 31.12 is amended by deleting the sentence: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."	Item	Fixed:	Value Related:	Time Related:		
A32.0	ADJUSTMENT TO THE CONTRACT VALUE Clause 32.0	Item	Fixed:	Value Related:	Time Related:		

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CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL	
A33.0	RECOVERY OF EXPENSE AND LOSS <i>Clause 33.0</i>	Item	Fixed:		Value Related:		Time Related:	
A34.0	FINAL ACCOUNT AND FINAL PAYMENT <i>Clause 34.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<i>Sub-clause 34.13 is amended by deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</i>							
A35.0	PAYMENT TO OTHER PARTIES <i>Clause 35.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<u>CANCELLATION</u>							
A36.0	CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT <i>Clause 36.0</i>	Item	Fixed:		Value Related:		Time Related:	
A37.0	CANCELLATION BY EMPLOYER – LOSS AND DAMAGE <i>Clause 37.0</i>	Item	Fixed:		Value Related:		Time Related:	
A38.0	CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT <i>Clause 38.0</i>	Item	Fixed:		Value Related:		Time Related:	
A39.0	CANCELLATION – CESSATION OF THE WORKS <i>Clause 39.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<u>DISPUTE</u>							
A40.0	DISPUTE SETTLEMENT <i>Clause 40.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<i>Clause 40 is amended by removing all references to state clause amendments and is thus retained in its original form.</i>							
	<u>SUBSTITUTE PROVISIONS</u>							
A41.0	STATE CLAUSES <i>Clause 41.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<i>Clause 41.0 is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein</i>							
	<i>Sub-clause 41.1.3 is amended by replacing the definition for CONSTRUCTION PERIOD with the following:</i>							
	"CONSTRUCTION PERIOD means a duration of 3 months commencing from the period the contractor takes possession of the site to the date the certificate of practical completion is issued for all the works "							
	<i>Sub-clause 39.2 to be amended as follows:</i>							
	"The employer shall pay the contractor 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 employer . The employer will also return any guarantees still valid to the contractor after such cancellation."							
	<i>Sub-clause 39.2.1 and 39.2.3 is amended by replacing it with the following:</i>							
	<i>No clause.</i>							
	<i>Add sub-clause 41.1.4 as follows:</i>							
	<i>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 stated date 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.</i>							
	<u>CONTRACT VARIABLES</u>							
A42.0	THE SCHEDULE (C1.2: CONTRACT DATA) <i>Clause 42.0</i>	Item	Fixed:		Value Related:		Time Related:	
	<i>Tenderers are referred to document C1.2: Contract Data (Volume 3) for variables pertaining to this contract</i>							
SECTION B: JBCC PRELIMINARIES								
B1.0	DEFINITIONS AND INTERPRETATION							
B1.1	Definitions and interpretation	Item	Fixed:		Value Related:		Time Related:	
	<i>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</i>							
B2.0	DOCUMENTS							
B2.1	Checking of documents	Item	Fixed:		Value Related:		Time Related:	
B2.2	Provisional bills of quantities	Item	Fixed:		Value Related:		Time Related:	
B2.3	Availability of construction documentation	Item	Fixed:		Value Related:		Time Related:	
B2.4	Interests of agents	Item	Fixed:	N/A	Value Related:	N/A	Time Related:	N/A
B2.5	Priced documents	Item	Fixed:		Value Related:		Time Related:	
B2.6	Tender submission	Item	Fixed:		Value Related:		Time Related:	
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)"</i>							

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							TOTAL
CLAUSE	SECTION 1 : PRELIMINARIES						
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="N/A"/>	Value Related: <input type="text" value="N/A"/>	Time Related: <input type="text" value="N/A"/>		N/A
B3.6	Previous work – defects	Item	Fixed: <input type="text" value="N/A"/>	Value Related: <input type="text" value="N/A"/>	Time Related: <input type="text" value="N/A"/>		N/A
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"/>		
B4.0	MANAGEMENT OF CONTRACT						
B4.1	Management of the works	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B4.2	Programme for the works	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B4.3	Progress meetings	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B4.4	Technical meetings	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B4.5	Labour and plant records	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS						
B5.1	Samples of materials	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B5.2	Workmanship samples	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B5.3	Shop drawings	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B5.4	Compliance with manufacturers' instructions	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.0	TEMPORARY WORKS AND PLANT						
B6.1	Deposits and fees	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.2	Enclosure of the works	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.3	Advertising	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.4	Plant, equipment, sheds and offices	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.5	Main notice board	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B6.6	Subcontractors' notice board	Item	Fixed: <input type="text" value="N/A"/>	Value Related: <input type="text" value="N/A"/>	Time Related: <input type="text" value="N/A"/>		N/A
B7.0	TEMPORARY SERVICES						
B7.1	Location	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B7.2	Water	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B7.3	Electricity	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B7.4	Telecommunication facilities	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B7.5	Ablution facilities	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B8.0	PRIME COST AMOUNTS						
B8.1	Responsibility for prime cost amounts	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS						
B9.1	General attendance	Item	Fixed: <input type="text"/>	Value Related: <input type="text"/>	Time Related: <input type="text"/>		
B9.2	Special attendance	Item	Fixed: <input type="text" value="N/A"/>	Value Related: <input type="text" value="N/A"/>	Time Related: <input type="text" value="N/A"/>		N/A

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CLAUSE	SECTION 1 : PRELIMINARIES						
B9.3	Commissioning – fuel, water and electricity	Item	Fixed:		Value Related:		
B10.0	FINANCIAL ASPECTS						
B10.1	Statutory taxes, duties and levies	Item	Fixed:		Value Related:		
B10.2	Payment for preliminaries	Item	Fixed:		Value Related:		
B10.3	Adjustment of preliminaries	Item	Fixed:		Value 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:		
B11.0	GENERAL						
B11.1	Protection of the works	Item	Fixed:		Value Related:		
B11.2	Protection / isolation of existing / sectionally occupied works	Item	Fixed:		Value Related:		
B11.3	Security of the works	Item	Fixed:		Value Related:		
B11.4	Notice before covering work	Item	Fixed:		Value Related:		
B11.5	Disturbance	Item	Fixed:		Value Related:		
B11.6	Environmental disturbance	Item	Fixed:		Value Related:		
B11.7	Works cleaning and clearing	Item	Fixed:		Value Related:		
B11.8	Vermin	Item	Fixed:		Value Related:		
B11.9	Overhand work	Item	Fixed:		Value Related:		
B11.10	Instruction manuals and guarantees	Item	Fixed:		Value Related:		
B11.11	As built information	Item	Fixed:		Value Related:		
B11.12	Tenant installations	Item	Fixed:	N/A	Value Related:	N/A	N/A
B12.0	SCHEDULE OF VARIABLES						
B12.1	Pre-tender information	Item	Fixed:		Value Related:		
	This schedule 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 Preliminaries						
	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 schedule . Key cross reference clauses are italicised in [] brackets						
12.1	PRE-TENDER INFORMATION						
12.1.1	Provisional bills of quantities						
[2.2]	The quantities are provisional		(yes/no)	Yes			
12.1.2	Availability of construction documentation						
[2.3]	Construction documentation is complete		(yes/no)	Yes			
12.1.3	Interests of agents						
[2.4]	Details: N/A						
12.1.4	Defined works area						
[3.1]	Details: The area of the works to be occupied by the contractor , any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the principal agent at the site handover.						
12.1.5	Geotechnical investigation						
[3.2]	Details: N/A						
12.1.6	Existing premises occupied						
[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	Previous work – dimensional accuracy						
[3.5]	Details: N/A						
12.1.8	Previous work – defects						
[3.6]	Details: N/A						
12.1.9	Services – known						
[3.7]	Details: Services not indicated on drawings will be pointed out on site by the principal agent.						

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE					
CLAUSE	SECTION 1 : PRELIMINARIES		TOTAL		
12.1.10 [3.9]	Protection of trees Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.				
12.1.11 [3.11]	Inspection of adjoining properties 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 [6.2]	Enclosure of the works Specific requirements: The contractor 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 construction period and removed on completion of the works .				
12.1.13 [6.4.3]	Offices 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 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works 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]	Subcontractors' notice board 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]	Water Option A (by contractor)	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>		(yes/no)	Yes
(yes/no)	Yes				
	Option B (by employer – free of charge)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>		(yes/no)	No
(yes/no)	No				
	Option C (by employer – metered)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>		(yes/no)	No
(yes/no)	No				
12.1.17 [7.3]	Electricity Option A (by contractor)	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>		(yes/no)	Yes
(yes/no)	Yes				
	Option B (by employer – free of charge)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>		(yes/no)	No
(yes/no)	No				
	Option C (by employer – metered)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.18 [7.4]	Telecommunications 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]	Ablution facilities Option A (by contractor)	<table><tr><td>(yes/no)</td><td>Yes</td></tr></table>	(yes/no)	Yes	
(yes/no)	Yes				
	Option B (by employer)	<table><tr><td>(yes/no)</td><td>No</td></tr></table>	(yes/no)	No	
(yes/no)	No				
12.1.20 [11.2]	Protection of existing/sectionally occupied works 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]	Special attendance Subcontractor (1) details: N/A Subcontractor (2) details: N/A Subcontractor (3) details: N/A Subcontractor (4) details: N/A				
12.1.22 [11.1]	Protection of the works Specific requirements: None				
12.1.23 [11.5]	Disturbance Specific requirements: The contractor 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 works all necessary temporary dust screens, all to the satisfaction of the principal agent .				
12.1.24 [11.6]	Environmental disturbance Specific requirements: N/A				
12.2 12.2.1 [10.2]	POST-TENDER INFORMATION Payment of preliminaries Option A (prorated)				
	Option B (calculated)				

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE						
CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
12.2.2 [10.3]	Adjustment of preliminaries Option A (three categories) <div><div>(yes/no)</div><div></div></div> Option B (detailed breakdown) <div><div>(yes/no)</div><div></div></div>					
12.2.3	Additional agreed preliminaries items Details:					
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:	
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 tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent						
C2.0	GENERAL PREAMBLES	Item	Fixed:	Value Related:	Time Related:	
The items in the bills of quantities / lump sum document 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.						
The Department of Public Works Construction Works Specifications (PW371 – A Edition 2.0) shall also apply to the Works.						
C3.0	TRADE NAMES	Item	Fixed:	Value Related:	Time Related:	
Wherever a trade name for any product has been described in the bills of quantities / lump sum document , 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						
C4.0	IMPORTED MATERIALS AND EQUIPMENT	Item	Fixed:	Value Related:	Time Related:	
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.						
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)						
C5.0	VIEWING THE SITE IN SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	N/A
The site 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 site for tendering purposes						
C6.0	COMMENCEMENT OF WORKS IN SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	N/A
As the works falls within a security area the contractor must give the unit commander or other responsible officer 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						
C7.0	ENTRANCE PERMITS TO SECURITY AREAS	Item	Fixed:	Value Related:	Time Related:	N/A
As the works falls within a security 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 Defence Force, Police or chief security officer						
C8.0	SECURITY CHECK OF PERSONNEL	Item	Fixed:	Value Related:	Time Related:	N/A
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						
C9.0	PROHIBITION ON TAKING OF PHOTOGRAPHS	Item	Fixed:	Value Related:	Time Related:	N/A
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						
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						
C10.0	OCCUPATIONAL HEALTH AND SAFETY ACT					
The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)						
It is required of the contractor 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 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						

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE						
CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
	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					
C10.1	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	The contractor shall also comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). 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:	Time Related:	
	Preparation of contractor's site specific health and safety plan.					
C10.3	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Principal contractor's time related obligations in respect of the Health and Safety Act, Construction Regulations and Covid-19 regulations, etc					
C10.4	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of reflective vests					
C10.5	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of hard hats					
C10.6	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of protective footwear					
C10.7	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of earplugs					
C10.8	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of dust masks					
C10.9	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of gloves					
C10.10	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of high visibility overalls to SARTSM Chapter 13 Level 3					
C10.11	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	Item	Fixed:	Value Related:	Time Related:	
	Provision of SANS approved ear defenders					
C10.12	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Provision of signage.					
C10.13	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Provision of full time construction health and safety officer (Pr.CHSO SACPCMP Registered)					
C10.14	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					
C10.15	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Induction training.					
C10.16	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Provision of first aid boxes to GSR requirements					
C10.17	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc					
C10.18	OCCUPATIONAL HEALTH AND SAFETY	Item	Fixed:	Value Related:	Time Related:	
	Submission of health and safety files including Close-Out documentation.					

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							TOTAL
CLAUSE	SECTION 1 : PRELIMINARIES						
C11.0	HIV/AIDS AWARENESS	Item	Fixed:	Value Related:	Time Related:		
	<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 / lump sum document. 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 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>						
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 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						
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 construction period , 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 construction period , 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 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						
C12.0	LOCAL LABOUR	Item	Fixed:	Value Related:	Time Related:		
	<p>The contractor 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. $\text{Number of Employees} = 4 * [(\text{Contract Value in Rand}) / R1,000,000]$</p> <ul style="list-style-type: none"> - All unskilled labour to be employed on the project must be local labour, - Contractor to endeavour to employ local semi-skilled and skilled labour, - 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. - Preference shall be granted to competent labour residing within the Local Municipality above labour residing in the District Municipality. - Local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. <p>The abovementioned conditions do not apply to the contractor's permanent staff and specialist works.</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, 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 employer that the contractor 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 20% 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 contractor to the Principal Agent.</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</p> <p>(b) The availability of such materials shall not adversely affect the desired progress of the specific works</p> <p>(c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof</p> <p>(d) The minimum target for materials sourced locally is 20% of the contract value.</p> <p>(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 contractor to the Principal Agent.</p>						

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE						
CLAUSE	SECTION 1 : PRELIMINARIES					TOTAL
C15.0	REPORTING BY CONTRACTOR	Item	Fixed:		Value Related:	
	<p>The contractor 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:	
	<p>The contractor shall employ during the construction period 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 contractor 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>					

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							
CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
	COLLECTION	FIXED		VALUE RELATED		TIME RELATED	AMOUNT
A1.0	DEFINITIONS AND INTERPRETATION	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
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						

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE							
CLAUSE	SECTION 1 : PRELIMINARIES						TOTAL
	COLLECTION	FIXED		VALUE RELATED		TIME RELATED	AMOUNT
B6.4	Plant, equipment, sheds and offices						
B6.5	Main notice board						
B6.6	Subcontractors' notice board	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
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	Vermin						
B11.9	Overhand work						
B11.10	Instruction manuals and guarantees						
B11.11	As built information						
B11.12	Tenant installations	N/A		N/A		N/A	N/A
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	N/A		N/A		N/A	N/A
C6.0	COMMENCEMENT OF WORKS IN SECURITY AREAS	N/A		N/A		N/A	N/A
C7.0	ENTRANCE PERMITS TO SECURITY AREAS	N/A		N/A		N/A	N/A
C8.0	SECURITY CHECK OF PERSONNEL	N/A		N/A		N/A	N/A
C9.0	PROHIBITION ON TAKING OF PHOTOGRAPHS	N/A		N/A		N/A	N/A
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	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)						
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	OCCUPATIONAL HEALTH AND SAFETY						
C10.13	OCCUPATIONAL HEALTH AND SAFETY						
C10.14	OCCUPATIONAL HEALTH AND SAFETY						
C10.15	OCCUPATIONAL HEALTH AND SAFETY						
C10.16	OCCUPATIONAL HEALTH AND SAFETY						
C10.17	OCCUPATIONAL HEALTH AND SAFETY						
C10.18	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						
C13.0	USE OF LOCAL SMME's						
C14.0	USE OF LOCAL BUILDING MATERIALS						
C15.0	REPORTING BY CONTRACTOR						
C16.0	COMMUNITY LIAISON OFFICER						
	TOTAL EXCLUDING VAT	R		R		R	R
	SECTION 1 : TOTAL EXCLUDING VAT CARRIED TO FINAL SUMMARY PAGE						R

SECTION 2 : EXTERNAL WORKS AND FENCING

**PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA
FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE**

Item	Description	Uom	Quantity	Rate	Amount
	<p>SECTION NO. 2 : EXTERNAL WORKS AND FENCING</p> <p><u>SUPPLEMENTARY PREABLES</u></p> <p>Fencing Specification:</p> <p><i>Tenderers to refer to the 'Application of the Minimum Uniform Norms and Standards for Public School Infrastructure and the Safety and Security Guidelines at Eastern Cape Schools' included in the Annexures for tender purposes.</i></p> <p>General Specification:</p> <p>The fencing shall conform to the following general specifications and shall be:</p> <ul style="list-style-type: none"> •Incapable of damage through vandalism with anti-cut, anti-climb, and anti-burrow provisions. •Weather-resistant and anti-corrosive •Structurally sound and of good commercial quality with fixtures and connections on the inside of the fence i.e. must not be accessible from the outside. •Cut to size and prefabricated off site. •Supplied and installed by the same supplier but without negating potential sub-contracting arrangements. <p>Foundations:</p> <p><i>Foundations for the posts should be 400mm x 400mm in cross-section and 600mm deep with a 15 MPa/19mm 28-day concrete strength.</i></p> <p><i>Descriptions of all posts with concrete bases shall be deemed to include excavations, risk of collapse, keeping excavations free of water, trimming and ramming bottoms, formwork, backfilling, compacting to 93% Mod AASHTO density and carting away surplus excavated material to a dumping site to be located by the contractor.</i></p> <p><i>No claim for rock excavation shall be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</i></p> <p>Posts:</p> <ul style="list-style-type: none"> •Posts shall be hot dip galvanised in continuous lengths (no joints) and shall comply with SANS 121 and ISO 1461:2000. •The distance between the posts must be such that the mesh panels fit tightly and are structurally stable. Posts must have a locking mechanism to enable the mesh panels to be fully secured against them and locked in place along the entire length. •Panel posts must have a flush finish to not provide any climbing aid from both, the inside and outside of the fence. •All the posts must be fitted with high quality, durable, corrosion resistant, and ultraviolet (UV) stabilised moisture proof endcaps and 200x200x2mm baseplates. <p>Mesh Panels:</p> <ul style="list-style-type: none"> •Mesh panels shall be welded high tensile steel mesh wrap. •The width of the mesh panels must meet the manufacturer's design specifications to enable a structurally stable fence but should not be more than 3.50m wide. •Where the site is sloping, the fence should be stepped to follow the ground profile. Where this occurs, the steps should cover the full width of the mesh panel. •The panel aperture size shall be 76.2mm x 12.7mm. •The panel should be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity. •Anti-scale clamps must be provided against the post where there is a "V" formation on the mesh panel. •Mesh panels should have a 1 x 900 flange along the top and 1 x 300 flange along the bottom edge (integrated rigid angle). •All mesh panels must be secured along the entire length of the posts with a locking mechanism and tamper-proof anti-vandal bolts. 				

Item	Description	Uom	Quantity	Rate	Amount
	<p>Anti-Burrow:</p> <ul style="list-style-type: none"> •A mesh panel to the same specifications as the mesh panel above the ground should be secured along the lower edge integrated angle along the full width of the fence between the posts. •The anti-dig mesh panel shall be secured firmly to the mesh panel above the ground with anti-vandal bolts on the inside and against the concrete foundations for the posts. The panel must be hot-dip galvanised and bitumen-dip coated. •For rocky and/or sloping sections of the site a 20MPa reinforced concrete sill should be used as an anti-burrow provision instead of a mesh panel. The concrete sill should be at least be 200mm wide with 4 x Y12 steel bars top and bottom, with R8 stirrup @ 500mm c/c as reinforcement. Concrete should have Class F1 steel shutter finish and should have a 25 x 25 mm chamfer along the edges above ground. <p>Over-Climb Prevention:</p> <ul style="list-style-type: none"> •100mm high toughened steel Castle Spikes or Spear Spikes should be affixed on top of the mesh panels along the entire length of the fence and above the gates and shall be secured tightly with anti-vandal bolts from the inside of the fence. •Spikes should be hot-dip galvanised then Fusion-bond epoxy powder coated. <p>Gates:</p> <ul style="list-style-type: none"> •The quality and specifications of both pedestrian and vehicular gates should be the same as that of the fence with a robust frame all around and welded high tensile steel sections must be used for the gate, with anti-cut and anti-climb provisions. •The height of the gates should be the same as that of the fence. •Gates must be manufactured, supplied, and installed by the same supplier as the fence and be covered under the same fence guarantee/warranty. •All connections and joints shall be welded to form rigid frames. All the material or components of the gate should be cut to size, welded hot dip galvanised and powder coated off site in a controlled environment. Cutting and welding onsite is prohibited. •For swing gates, hinges should not twist and turn under the action of the gate and should be arranged in such a way that a closed gate cannot be lifted off the hinges to dislodge it to obtain entry. •The hinges must be designed in such a way that the gap between the gate and the supporting posts is not more than 12.7mm. •For sliding gates, brackets must be provided to ensure that the gate cannot be lifted off the tracks and dislodged to obtain entry. •A 20MPa reinforced concrete slab that extends to at least 1.0m on both sides of the gate must be provided. <p>Warrantees, Guarantees, Shopdrawings and Compliance Documents:</p> <p>The following documents must be provided:</p> <ul style="list-style-type: none"> •Ten (10) year anti-corrosion guarantee on all the fence and gate materials •Three (3) year anti-vandalism guarantee on all the fence and gate materials (Materials that are guaranteed to be vandal-proof must not be capable of being vandalised successfully with ease using ordinary tools during the timeframe of the guarantee). •Maintenance Plan •Certificate of Compliance for materials and coating •Shop drawings for the gates •Quality Control Programme •Environmental Method Statement <p>The main supplier is accountable for and shall provide all guarantees/ warranties for prefabricating, delivering, and installing the fence material, therefore no third-party arrangements will be considered in this regard. The cost of obtaining the guarantees, warrantees and all other compliance documents is deemed to be included in the fencing rates to be provided below.</p>				

Item	Description	Uom	Quantity	Rate	Amount
	Maintenance: <i>The fence must be durable and generally maintenance-free - the supplier responsible for providing and installing the fence shall be responsible for carrying out regular planned and unplanned maintenance activities when required during the tenure of the fence guarantee/warranty.</i> <i>Any fence material that needs to be replaced due to corrosion and/or that has been vandalised with ease using ordinary tools shall be replaced by the supplier that provided and installed the fence and gates at its own costs.</i> SITE CLEARANCE 1 Allow for ground preparation including levelling and clearing the area for the perimeter fencing of all grass, weeds, shrubs, etc including grubbing up roots, scoffing up as required and carting away all vegetation and debris. FENCING Hot dip galvanised steel high security fencing and gates with and including fusion-bond epoxy powder coating of approved colour (or similar approved coating) in accordance with the project specification for high security fencing annexed to these bills of quantities for tender purposes:				
2	100mm High toughened steel castle or spear spikes bolted to fence panels with anti-vandal bolts.	m	1010.00		
3	Bitumen coated welded mesh anti-burrow underdig 500mm deep, including excavations, risk of collapse, backfilling compacted to 93% Mod AASHTO density, etc	m	505.00		
4	Extra over mesh anti-burrow underdig for excavation in soft rock.	m ³	51.00		
5	200 x 150mm Groundbeam of 20MPa reinforced concrete with 4 x Y12 steel bars top and bottom and R8 stirrups @ 500mm c/c including formwork to a Class F1 steel shutter finish and 25 x 25mm chamfer along the edges above ground.	m	505.00		
6	85/45mm Tapered post 3,0m long with locking recess mechanism, UV stabilised polymer cap and 12mm diameter base pin cast into and including 400 x 400 x 600mm deep unreinforced concrete(15MPa/19mm) base.	No	338.00		
7	76 x 76mm Hollow section gate post 3,0m long with UV stabilised polymer cap and 12mm diameter base pin cast into and including 400 x 400 x 600mm deep unreinforced concrete(15MPa/19mm) base.	No	6.00		
8	Extra over post bases for excavation in soft rock.	m ³	7.00		
9	Ditto, but in hard rock.	m ³	26.00		
10	Welded mesh fence panel 0,4m long x 2,4m high	No	2.00		
11	Welded mesh fence panel 0,5m long x 2,4m high	No	1.00		
12	Welded mesh fence panel 0,7m long x 2,4m high	No	2.00		
13	Welded mesh fence panel 0,9m long x 2,4m high	No	1.00		
14	Welded mesh fence panel 1,0m long x 2,4m high	No	1.00		
	sub-total carried forward			R	

Item	Description	Uom	Quantity	Rate	Amount
	sub-total brought forward			R	
15	Welded mesh fence panel 1,1m long x 2,4m high	No	1.00		
16	Welded mesh fence panel 1,6m long x 2,4m high	No	1.00		
17	Welded mesh fence panel 1,7m long x 2,4m high	No	1.00		
18	Welded mesh fence panel 2,6m long x 2,4m high	No	1.00		
19	Welded mesh fence panel 2,8m long x 2,4m high	No	1.00		
20	Welded mesh fence panel 3,1m long x 2,4m high	No	2.00		
21	Welded mesh fence panel 3,3m long x 2,4m high	No	300.00		
22	Double swing gate 1,8 x 2,4m high overall in two equal leaves to match fencing panels with and including 76 x 76 x 2mm frame, transome and bracing, one drop bolt per leaf, suitable hinges, lock mechanism, keep, steel spikes, etc and four unreinforced concrete (15MPa/19mm) anchor blocks with suitable length of pipe set in concrete to 30mm above ground level (posts elsewhere).	No	1.00		
23	Double swing gate 3,0 x 2,4m high overall in two equal leaves to match fencing panels with and including 76 x 76 x 2mm frame, transome and bracing, one drop bolt per leaf, suitable hinges, lock mechanism, keep, steel spikes, etc and four unreinforced concrete (15MPa/19mm) anchor blocks with suitable length of pipe set in concrete to 30mm above ground level (posts elsewhere).	No	1.00		
24	Double swing gate 6,0 x 2,4m high overall in two equal leaves to match fencing panels with and including 76 x 76 x 2mm frame, transome and bracing, one drop bolt per leaf, suitable hinges, lock mechanism, keep, steel spikes, etc and four unreinforced concrete (15MPa/19mm) anchor blocks with suitable length of pipe set in concrete to 30mm above ground level (posts elsewhere).	No	1.00		
SECTION 2 : TOTAL EXCLUDING VAT CARRIED TO FINAL SUMMARY PAGE				R	

SECTION 3 : PROVISIONAL SUMS

**PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA
FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE**

Item	Description	Uom	Quantity	Rate	Amount
	SECTION NO. 3 : PROVISIONAL SUMS				
	BILL NO.1 : PROVISIONAL SUMS				
	SUPPLEMENTARY PREAMBLES				
	General				
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances				
	TARGETED LABOUR ALLOWANCES				
32	Provide the amount of R 24 000.00 (Twenty Four Thousand Rand) for the employment during the construction period of a community liaison officer.	Item	1.00	R 24 000.00	R 24 000.00
33	Profit and attendance on above item.	Item	1.00		
SECTION 3 : TOTAL EXCLUDING VAT CARRIED TO FINAL SUMMARY PAGE				R	

PROCUREMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING TO NOMSA FRANS PRIMARY SCHOOL IN THE EASTERN CAPE PROVINCE

FINAL SUMMARY		TOTAL
	SECTION NO 1: PRELIMINARIES (brought forward) R	
	SECTION NO 2: EXTERNAL WORKS AND FENCING (brought forward) R	
	SECTION NO 3: PROVISIONAL SUMS (brought forward) R	
	SUB - TOTAL R	
	ADD: CONTINGENCIES <i>Allow the Amount of R315 000 (Three Hundred and Fifteen Thousand Rand) for contingencies, to be used by the Principal Agent in terms of Clause 17 of the Principal Building Agreement.</i>	R 315 000.00
	SUB - TOTAL EXCLUDING VAT R	
	ADD: 15% VALUE ADDED TAX R	
	TOTAL INCLUDING 15% VAT CARRIED TO FORM OF OFFER R	