

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises a total of 367 pages. The pages are numbered in sections as follows:

SECTION 1 - PRELIMINARIES	Pages	1/1-41
SECTION 2 - BUILDING WORK	Pages	2/1-193
SECTION 3 - ELECTRICAL WORK	Pages	3/1-40
SECTION 4 - MECHANICAL WORK – HVAC & COLD ROOM INSTALLATION	Pages	4/1-73
SECTION 5 - MECHANICAL WORK – FIRE INSTALLATION	Pages	5/1-13
SECTION 6 - PROVISIONAL SUMS	Pages	6/1-6
FINAL SUMMARY	Page	7/1

NB: Page numbering resumes consecutively thereafter, i.e. current page 72 + 367 BQ pages = from page 440 onwards

NOTE: TENDERERS ARE REQUIRED TO PRICE THE ENTIRE DOCUMENT AT THE TIME OF TENDER

Item	Description	Unit	Quantity	Rate	Amount
SECTION NO 1 PRELIMINARIES					
NOTES					
The agreement is to be the JBCC Series 2000 Minor Works Agreement prepared by the Joint Building Contracts Committee, September 2005 edition .					
The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, May 2005 edition , and shall be deemed to be incorporated herein.					
Tenderers are referred to the abovementioned 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.					
Copies of both documents and a full set of the drawings are available for scrutiny at the Office of the Principal Agent.					
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 N/A (signifying "Not Applicable").					
SECTION A: MINOR WORKS AGREEMENT					
DEFINITIONS					
1	Definitions and interpretation (Clause 1).	Item			
PREPARATION					
2	Security and Guarantees (Clause 2). Clause 2.5 is deleted and substituted with : "This tender is for a Government Contract, no Payment Guarantee will be provided."	Item			
3	Risk and Insurance (Clause 3). Clause 3.2 - the word " Employer " is deleted and substituted with the word " Contractor "	Item			
4	Documents, Design and Assignment (Clause 4).	Item			
EXECUTION					
5	Employer (Clause 5).	Item			
6	Agent (Clause 6).	Item			
7	Contractor (Clause 7).	Item			
8	Direct Contractors (Clause 8).	Item			
COMPLETION					
9	Practical Completion (Clause 9).	Item			
10	Final Completion (Clause 10).	Item			
11	Extension of the Contract Period (Clause 11).	Item			
12	Penalty for Non-Completion (Clause 12).	Item			
PAYMENT					
13	Adjustment to Contract Value (Clause 14).	Item			
14	Valuation and Payment to Contractor (Clause 13). Clause 13.11 is amended as follows : 'The Employer shall pay the Contractor the amount certified within 14 (fourteen) calendar days of the date of issue of the payment certificate.'	Item			
Carried To Section Summary				R	

Item	Description	Unit	Quantity	Rate	Amount
	CANCELLATION				
15	Cancellation by Employer (Clause 15).	Item			
16	Cancellation by Contractor (Clause 16).	Item			
17	Cancellation - Impossibility of Performance (Clause 17).	Item			
	DISPUTES				
	<u>Settlement of Disputes (Clause 18).</u>				
18	Notwithstanding Item 18.1. The Chairman of the Association of Arbitrators (Southern Africa) shall provide the two parties with a short list of three arbitrators from which both parties will select two as being acceptable. From this basis they will then reach agreement upon the arbitrator.	Item			
	CONTRACT VARIABLES				
19	Schedule of Variables (Clause 19).	Item			
	CONTRACTING AND OTHER PARTIES				
	Employer : eThekweni Municipality Postal Address : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:				
	Principal Agent : Architecture Department Postal Address : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:				
	Agent's Service: Architect Agent (1) : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:				
	Agent's Service: Quantity Surveyor Agent (2) : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:				
	Agent's Service: Electrical / Mechanical Engineer Agent (3) : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:				
	Carried To Section Summary				
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Item	Description	Unit	Quantity	Rate	Amount
	<p>Agent's Service: Structural Engineer Agent (4) : P. O. Box 1548, Durban 4000 Telephone : 031 311 7098 Facsimile : 031 311 7111 E-mail : Domicilium : Municipal Centre, 166 KE Masinga Road, Durban 4001 Contact Person:</p> <p>CONTRACT DETAILS</p> <p>Works Description: See brief description under the Notes to Tenderers</p> <p>Site Description: EtheKwini Municipality - West Region</p> <p>Work or Installations by Others: No</p> <p>This Agreement is for a Government Contract (Yes)</p> <p>Date on which possession of the site is intended to be given: Unknown.</p> <p>Completions in sections are required (No).</p> <p>Intended date of practical completion and the penalty per calendar day for the works as a whole: Date : per task orders</p> <p>Penalty : per task order Where this agreement is for a government contract payment will be made for materials and goods. (Yes)</p> <p>Government contract dispute resolution (Arbitration)</p> <p>Arbitration rules as recommended by Association of Arbitrators (SA) (Yes)</p> <p>INSURANCES</p> <p>Contract works insurance to be effected by the Contractor: For the sum of: Contract Sum plus 20% with a deductible of: to be determined by the Contractor but not greater than the maximum of R 50 000,00 as stipulated by eThekwni Municipality.</p> <p>SASRIA insurance required - Yes : to be effected by the Contractor for the amount of: Contract Sum plus 20% with a deductible of: to be determined by the Insurance Company issuing the Insurance Policy.</p> <p>Public liability insurance required - Yes : to be effected by the Contractor for the amount of: R 10 000 000,00 with a deductible of: R 2 500,00</p> <p>Carried To Section Summary</p>				
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Item	Description	Unit	Quantity	Rate	Amount
	<p>DOCUMENTS</p> <p>Waiver of the contractor's lien is required at Practical Completion (Yes)</p> <p>Number of construction document copies to be supplied free of charge: 2</p> <p>State other system if the document is not drawn up in accordance with the Standard System of Measuring Building Work: N/A</p> <p>Number of days for submission of priced documents: on tender submission date</p> <p>JBCC Engineering General Conditions are to be included in the documents (No)</p> <p>Alternative if contract value is not adjusted using CPAP: <i>All rates will be adjusted as follows:</i> <i>Months 1 - 12 of contract period: no adjustment of rates</i> <i>Months 13 - 24 of contract period: all tendered rates will be escalated to 108% of tendered rates - excluding Provisional Sums and Budgetary Amounts</i> <i>Months 25 - 36 of contract period: all tendered rates will be escalated to 116% of tendered rates - excluding Provisional Sums and Budgetary Amounts</i></p> <p>Details of changes made to the provisions of JBCC standard documentation:</p> <p>1. Clause 13.11 : Payment Period : The Contractor is to be paid within fourteen (14) calendar days and NOT seven (7) calendar days.</p> <p>2. Tender validity is 84 days instead of the 30 days normally allowed.</p> <p>3. Clause 18 : Notwithstanding Item 18.1. The Chairman of the Association of Arbitrators (Southern Africa) shall provide the two parties with a short list of three arbitrators from which both parties will select two as being acceptable. From this basis they will then reach agreement upon the arbitrator.</p> <p>SECTION B: PRELIMINARIES DEFINITIONS AND INTERPRETATION (B1) DOCUMENTS (B2):</p>				
20	<p>Checking of documents (B2.1)</p> <p>These Bills of Quantities contain pages and annexures as indexed on the flyleaf. The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the eThekweni Municipality, Architectural Department "General Preambles to All Trades" 1992 edition, and no claim arising</p>	Item			
21	Provisional Bills of Quantities (B2.2): (YES)	Item			
22	Availability of construction documentation (B2.3): N/A	Item			
23	Interests of Agents (B2.4): N/A	Item			
24	Priced documents (B2.5)	Item			
25	Tender submission (B2.6)	Item			
	The Site (B3)				
26	<p>Defined works area (B3.1):</p> <p>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site.</p>	Item			
	Carried To Section Summary				
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Item	Description	Unit	Quantity	Rate	Amount
27	Geotechnical investigation (B3.2)	Item			
28	Inspection of the Site (B3.3) No claims for extras arising from the contractor having failed to comply with this clause will be entertained.	Item			
29	Existing premises occupied (B3.4): (YES/NO)	Item			
30	Previous work - dimensional accuracy (B3.5)	Item			
31	Previous work - defects (B3.6)	Item			
32	Services - known (B3.7)	Item			
33	Services - unknown (B3.8)	Item			
34	Protection of trees (B3.9)	Item			
35	Articles of value (B3.10)	Item			
36	Inspection of adjoining properties (B3.11)	Item			
	<u>MANAGEMENT OF CONTRACT (B4)</u>				
37	Management of the Works (B4.1)	Item			
38	Programme for the Works (B4.2)	Item			
39	Progress meetings (B4.3)	Item			
40	Technical meetings (B4.4)	Item			
	<u>SAMPLES AND SHOP DRAWINGS (B5)</u>				
41	Samples of materials (B5.1)	Item			
42	Workmanship samples (B5.2)	Item			
43	Shop drawings (B5.3)	Item			
	<u>TEMPORARY WORKS AND PLANT (B6)</u>				
44	Deposits and fees (B6.1)	Item			
45	Enclosure of the works (B6.2)	Item			
46	Advertising (B6.3)	Item			
47	Plant, equipment, sheds and offices (B6.4)	Item			
48	Main notice board (B6.5)	Item			
49	Subcontractors notice board (B6.6)	Item			
	Carried To Section Summary			R	

Item	Description	Unit	Quantity	Rate	Amount
	<u>TEMPORARY SERVICES (B7)</u>				
50	Location (B7.1)	Item			
	Water (B7.2)				
51	Alternative B shall apply (ie. it is to be provided by the Employer)	Item			
	Electricity (B7.3)				
52	Alternative B shall apply (ie. it is to be provided by the Employer)	Item			
	Telecommunication equipment (B7.4)				
53	Alternative A shall apply (ie. it is to be provided by the Contractor)	Item			
	Ablution facilities (B7.5)				
54	Alternative A shall apply (ie. it is to be provided by the Contractor)	Item			
	<u>PRIME COST AMOUNTS (B8)</u>				
55	Responsibility for prime cost amounts (B8.1)	Item			
	<u>ATTENDANCE ON NOMINATED SUBCONTRACTORS (B9)</u>				
56	General Attendance (B9.1)	Item			
57	Special Attendance (B9.2)	Item			
58	Commissioning - fuel, water and power (B9.3)	Item			
	<u>FINANCIAL ASPECTS (B10)</u>				
59	Statutory taxes, duties and levies (B10.1)	Item			
	Provision is made in the summary of these Bills of Quantities for the inclusion of Value Added Tax.				
60	Payment of Preliminaries (B10.2) - see Clause C3.1.13 (Payment) under 'Construction Services Task Orders'	Item			
61	Adjustment of Preliminaries (B10.3) - there shall be no adjustment of Preliminaries	Item			
62	Payment certificate cash flow (B10.4)	Item			
63	Contractor information supply (B10.5)	Item			
	<u>GENERAL (B11)</u>				
64	Protection of the Works (B11.1) All existing furniture / equipment within the area of work is to be protected against damage and / or theft.	Item			
65	Protection/isolation of existing/sectionally occupied works (B11.2)	Item			
66	Site security (B11.3)	Item			
67	Notice before covering work (B11.4)	Item			
68	Disturbance (B11.5)	Item			
69	Works cleaning and clearing (B11.6)	Item			
70	Vermin (B11.7)	Item			
71	Overhand work (B11.8)	Item			
	Carried To Section Summary			R	

Item	Description	Unit	Quantity	Rate	Amount
72	<p>SCHEDULE OF VARIABLES (B12)</p> <p>Pre-tender information (B12.1) Information necessary for making choices and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either no details or specific requirements are available or that the clause is irrelevant for this specific contract.</p> <p>Provisional Bills of Quantities (B2.2) The quantities are provisional (YES).</p> <p>Availability of Construction documentation (B2.3) Construction documentation is complete (No).</p> <p>Interests of Agents (B2.4)</p> <p>Defined works area (B3.1) Refer to item 26 of these Preliminaries.</p> <p>Geotechnical investigation (B3.2)</p> <p>Existing premises occupied (B3.4) (Yes/No) Refer to item 29 of these Preliminaries.</p> <p>Services - known (B3.7)</p> <p>Protection of trees (B3.9): N/A</p> <p>Inspection of adjoining properties (B3.11)</p> <p>Enclosure of the works (B6.2)</p> <p>Offices (B6.4.3)</p> <p>Main notice board (B6.5) A Notice Board is required (Yes).</p> <p>Subcontractors Notice Board (B6.6)</p> <p>Water (B7.2) Alternative B shall apply (ie. It is to be provided by the Employer)</p> <p>Electricity (B7.3) Alternative B shall apply (ie. It is to be provided by the Employer)</p> <p>Telecommunications (B7.4) Alternative A shall apply (ie. It is to be provided by the Contractor)</p> <p>Ablution facilities (B7.5) Alternative A shall apply (ie. It is to be provided by the Contractor)</p> <p>Special Attendance (B9.2)</p> <p>Protection of the Works (B11.1) Protection of existing/sectionally occupied works (B11.2) Protection is required (Yes)</p> <p>Disturbance (B11.5) (Yes)</p>	Item			
	Carried To Section Summary			R	

Item	Description	Unit	Quantity	Rate	Amount
	SECTION C: SPECIFIC PRELIMINARIES				
73	<u>Proprietary branded products</u> 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.	Item			
74	<u>Overtime</u> Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.	Item			
75	<u>As built drawings</u> The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.	Item			
76	<u>Contract instructions</u> Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.	Item			
77	<u>Labour record</u> At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.	Item			
78	<u>Plant record</u> At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.	Item			
79	<u>Occupational Health and Safety Act</u> The Contractor shall for the duration of this contract be deemed to be the mandatory of the Council for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and he shall prior to taking occupation of the site satisfy the Council by means of written representations that he has fully complied with the relevant requirements of the said Act. Acceptance by the Council of the Contractors written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the Contractor with the provisions of the Act referred to therein, for the purposes of Section 37(2) of the said Act. The Council shall at all times have the right to summarily suspend the performance of the Contractor hereunder pending compliance by the Contractor with any requirement, regulation and/or direction referred to. The Council shall be entitled to set-off against any amount owed by the Council to the Contractor hereunder any loss or damage suffered by it as a result of the suspension of the Contractor's performance in the circumstances envisaged above. The Tenderer shall price for all necessary items to comply with the Occupational Safety and Health Specification contained in Annexure 4 of these Bills of Quantities.	Item			
	Carried To Section Summary			R	

Item	Description	Unit	Quantity	Rate	Amount
80	<p><u>Non-Registered Vendors</u></p> <p>In cases where the total tender /sub-tender price exceeds R1 000 000,00 (One Million Rands), non-registered vendors are to price the tender /sub-tender as if they were already registered for Value-Added Tax. (ie exclude Value-Added Tax on goods and services purchased from others for inclusion in their tender/sub-tender and price the Value-Added Tax addition in full on their tender summary).</p>	Item			
81	<p><u>Cession to Domestic Sub-contractors</u></p> <p>The Contractor may grant any sub-contractor with whom he may contract for the performance of any part of this contract a cession of his rights to receive payment thereof. No such cession shall be binding upon the eThekweni Municipality unless it is upon the standard form provided by the City Treasurer and until it is consented to and accepted in writing by or on behalf of eThekweni Municipality.</p>	Item			
82	<p><u>Notes to Tenderers</u></p> <p>Items which the Tenderer wishes to price in order to provide for the due observance of the requirements of the "Notes to Tenderers" outlined at the beginning of the Bill :</p> <ol style="list-style-type: none"> 1. Tenders, Tender Forms and Closing Date 2. Fax Tenders 3. Withdrawal of Tenders 4. Acceptance of Tender 5. Scope of Contract 6. System of Measurement 7. Documentation to be submitted with Tender 8. Fixed Price Contract 9. Conditions pertaining to Targeted Procurement 10. Contract Participation Goal 11. Labour Goals 12. FTE (Full Time Equivalent) Employment Information 13. Community Liaison Officer, etc. 14. Application for Service Connections 15. Viewing the Site 16. Communications with members of Tender/Bid Committee 17. Tender Fee 18. Market Related Wage Rates 19. Tender Prices and Contingency Sum 20. Value Added Tax 21. Tax Clearance Certificate 22. Occupational Health and Safety Act 23. CIDB Register of Contractors 24. Registration on Central Supplier Database (CSD) 25. Contractor's Domestic Sub-contractors for Plumbing/Electrical Installations 26. Contractor's Domestic Sub-contractors for Plumbing/Electrical Connections 27. Use of Proprietary Products 28. Termination of Contracts 29. Appeal Process 30. Prohibitions on Awards to Persons in the Service of the State 31. Minimum Experience Requirement 32. Performance Monitoring and Assessment of Service Providers 33. Schedule of Drawings 34. Contract Period 35. Electronic Tender Document 36. Additional Conditions of Contract 37. Pricing of 'Notes to Tenderers' 	Item			
Carried To Section Summary				R	

C2.2 PRICING SCHEDULE

C2.2.1 Professional Services

Item No.	Description of Activity	Rate (Rand)	Unit	Quantity (over 36 months)	Unit	Amount (excluding VAT)
1	Professional Architect (including travel time)		/hour		hours	
1.1	Professional Senior Architectural Technologist		/hour		hours	
2	Professional Quantity Surveyor		/hour		hours	
3	Quantity Surveyor		/hour		hours	
4	Professional Structural Engineer		/hour		hours	
5	Disbursement Costs (for all professional categories): Administration, typing, printing, faxing, telephones, postage, stationery, etc.		/month		months	
6	Special Technical Services (Provisional Sum)		Sum		Sum	
6.1	% Mark-up on above		%		Sum	
7	Geo-tech and Land Survey and Investigation (Provisional Sum)				Sum	
7.1	% Mark-up on above		%		Sum	
8	Project / Community Facilitation (Provisional Sum)				Sum	
8.1	% Mark-up on above		%		Sum	
9	Accredited Skills Transfer and Training (Provisional Sum)				Sum	
9.1	% Mark-up on above		%		Sum	
10	Occupational Health and Safety (Provisional Sum)				Sum	
10.1	% Mark-up on above		%		Sum	
	SUB-TOTAL (36 months) (Carried to Final Summary)					