

Item No	Quantity	Rate	Amount
<u>SECTION No. 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>MEANING OF TERMS "TENDER / TENDERER"</u>			
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"			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
The JBCC Principal Building Agreement contract data form an integral part of this agreement			
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities , amended as hereinafter described			
The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause			
The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only			
Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"			
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Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

PREAMBLES FOR TRADES

"PW 371 - A Edition 2.0 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (2nd Edition July 2013) shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

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PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T).

SECTION A: PRINCIPAL BUILDING AGREEMENT**INTERPRETATION (A1-A7)****1 A1.0 DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

"AGREEMENT" means the completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

Clause 1.1 definition of "**Construction period**" is amended by replacing with the following:

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

Clause 1.1 definition of "**Contract data for organs of state and other public sector bodies**" is added :

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant

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clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

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

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

Pricing of bills of quantities

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

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Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

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Abbreviated descriptions

The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

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2 **A2.0 - LAW, REGULATIONS AND NOTICES**

Clause 2.0

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3	<p>A3.0 - OFFER AND ACCEPTANCE:</p> <p>Clause 3.0</p> <p>Amend 3.3 to read as follows:</p> <p>This agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]</p> <p>F:..... V:..... T:.....</p>	Item	
4	<p>A4.0 - CESSION AND ASSIGNMENT</p> <p>Clause 4.0</p> <p>F:..... V:..... T:.....</p>	Item	
5	<p>A5.0 - DOCUMENTS</p> <p>Clause 5.0</p> <p>Value Added Tax</p> <p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>F:..... V:..... T:.....</p>	Item	
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6 **A6.0 - EMPLOYER'S AGENT**

Clause 6.0

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2].

1. Architect

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [6.2; 17.1] :

- 1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 1.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 1.2.3 The **site** [13.0]
- 1.2.4 Compliance with the **law**, regulations and bylaws [2.1]
- 1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 1.2.7 Removal or re-execution of work

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- 1.2.8 Removal or substitution of any **materials and goods**
- 1.2.9 Protection of the **works**
- 1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 1.2.11 Rectification of **defects** [21.2]
- 1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 1.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**
- 1.2.14 Appointment of a **subcontractor** [14.0; 15.0]
- 1.2.15 Work by **direct contractors** [16.0]
- 1.2.16 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0]

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 Contract instructions [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor.

3. Civil and structural engineer

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and

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quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

- 3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 3.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 3.2.3 The **site** [13.0]
- 3.2.4 Compliance with the **law**, regulations and bylaws [2.1]
- 3.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 3.2.7 Removal or re-execution of work
- 3.2.8 Removal or substitution of any **materials and goods**
- 3.2.9 Protection of the **works**
- 3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 3.2.11 Rectification of **defects** [21.2]
- 3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

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- 3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 3.2.7 Removal or re-execution of work
- 3.2.8 Removal or substitution of any **materials and goods**
- 3.2.9 Protection of the **works**
- 3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 3.2.11 Rectification of **defects** [21.2]
- 3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

4. Mechanical engineer

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 **Contract instructions** [6.2; 17.1] :

- 4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 4.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 4.2.3 Compliance with the **law**, regulations and bylaws [2.1]

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- 4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 4.2.6 Removal or re-execution of work
- 4.2.7 Removal or substitution of any **materials and goods**
- 4.2.8 Protection of the **works**
- 4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 4.2.10 Rectification of **defects** [21.2]
- 4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

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- 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 4.2.6 Removal or re-execution of work
- 4.2.7 Removal or substitution of any **materials and goods**
- 4.2.8 Protection of the **works**
- 4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 4.2.10 Rectification of **defects** [21.2]
- 4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

5. Electrical engineer

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

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5.2 Contract instructions [6.2; 17.1] :

- 5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 5.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 5.2.6 Removal or re-execution of work
- 5.2.7 Removal or substitution of any **materials and goods**
- 5.2.8 Protection of the **works**
- 5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 5.2.10 Rectification of **defects** [21.2]
- 5.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

6. Wet services engineer**6.1 Duties [6.2] :**

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the **works**

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6.2 Contract instructions [6.2; 17.1] :

- 6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 6.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 6.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 6.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 6.2.6 Removal or re-execution of work
- 6.2.7 Removal or substitution of any **materials and goods**
- 6.2.8 Protection of the **works**
- 6.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 6.2.10 Rectification of **defects** [21.2]
- 6.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

7. Fire consultant

7.1 Duties [6.2] :

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the **works**

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7.2 **Contract instructions** [6.2; 17.1] :

- 7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 7.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 7.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 7.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 7.2.6 Removal or re-execution of work
- 7.2.7 Removal or substitution of any **materials and goods**
- 7.2.8 Protection of the **works**
- 7.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 7.2.10 Rectification of **defects** [21.2]
- 7.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

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8. Health and safety consultant**8.1 Duties [6.2] :**

The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:

- 8.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended
- 8.1.2 Prepare and update the health and safety specification for the **works**
- 8.1.3 Agree with the **contractor** the health and safety plan for the **works**
- 8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations
- 8.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to

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7 A7.0 - DESIGN RESPONSIBILITY

Clause 7.0

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INSURANCES AND SECURITIES (A8-A11)**8 A 8.0 - WORKS RISK**

Clause 8.0

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9 **A9.0 - INDEMNITIES**

Clause 9.0

9.2.7: Add the following to the end of the first sentence:
“... due to no fault of the **contractor**”

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10 **A10.0 - INSURANCES**

Clause 10.0

Insurances

Add the following as 10.1.5.1:

Hi Risk Insurance

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

10.1.5.1.1 Damage to the works

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

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against

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any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

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11 **A11.0 - SECURITIES**

Clause 11.0

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

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EXECUTION (A12 - A17)12 **A12.0 - OBLIGATIONS OF THE PARTIES**

Clause 12.0

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.18:

Office accommodation

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times.

Notice board

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected

Statutory and other notices

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The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**.
The **contractor** shall pay all deposits or fees in this regard

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

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13 **A13.0 - SETTING OUT**

Clause 13.0

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14 **A14.0 - NOMINATED SUBCONTRACTORS**

Clause 14.0

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15 **A15.0 - SELECTED SUBCONTRACTORS**

Clause 15.0

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16	<p>A16.0 - DIRECT CONTRACTORS</p> <p>Clause 16.0</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1] <p>F:..... V:..... T:.....</p>				
17	<p>A17.0 - CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Site instructions</p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor.</p> <p>F:..... V:..... T:.....</p> <p><u>COMPLETION (A18 - A24)</u></p>	Item			
18	<p>A18.0 - INTERIM COMPLETION</p> <p>Clause 18.0 "To be deleted"</p>	N/A			
<p style="text-align: right;">Carried to Collection</p>					
<p>Section No. 1 Bill No. 1 PRELIMINARIES FENCING AT FLORADALE PRIMARY SCHOOL</p>					
				R	

19	<p>A19.0 - PRACTICAL COMPLETION</p> <p>Clause 19.0</p> <p>Amend 19.5: Delete the words “subject to the contractor’s lien or right of continuing possession of the works where this has not been waived”</p> <p>F:..... V:..... T:.....</p>	Item		
20	<p>A20.0 - COMPLETION IN SECTIONS</p> <p>Clause 20.0</p> <p>F:..... V:..... T:.....</p>	Item		
21	<p>A21.0 - DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</p> <p>Clause 21.0</p> <p>Add the following as 21.13:</p> <p>The ninety (90) calendar days defects liability period for the works [21.1] is replaced with a period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements</p> <p>F:..... V:..... T:.....</p>	Item		
22	<p>A22.0 - LATENT DEFECTS LIABILITY PERIOD</p> <p>Clause 22.0</p> <p>F:..... V:..... T:.....</p>	Item		
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23 **A23.0 - REVISION OF THE DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Substitution of materials and goods

The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value** [17.1.8; 23.1 & 2]

F:..... V:.....
T:.....

Item

24 **A24.0 - PENALTY FOR LATE OR NON-COMPLETION**

Clause 24.0

F:..... V:.....
T:.....

Item

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PAYMENT (A25 - A27)

25

A25.0 - PAYMENT

Clause 25.0

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

Prices submitted

Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

F:..... V:.....
T:.....

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26 **A26.0 - ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT**

Clause 26.0

Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for **preliminaries** appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of **practical completion** of the **works**

The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission

Cost of claims

All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs

Claims from subcontractors

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

F:..... V:.....
T:.....

Item

27 **A27.0 - RECOVERY OF EXPENSES AND/OR LOSS**

27.1.5: Not applicable

F:..... V:.....
T:.....

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SUSPENSION AND TERMINATION (A28 - A29)**28 A28.0 - SUSPENSION BY THE CONTRACTOR**

Clause 28.0

F:..... V:.....
T:.....

Item

29 A29.0 - TERMINATION

Clause 29.0

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor**'s estate has been sequestrated,
liquidated or surrendered in terms of the insolvency laws
in force within the Republic of South Africa29.1.5: The **contractor** has engaged in corrupt or
fraudulent practices in competing for or in executing the
contractF:..... V:.....
T:.....

Item

DISPUTE RESOLUTION (A30)**30 A30.0- DISPUTE RESOLUTION**

Clause 30.0

F:..... V:.....
T:.....

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CONTRACT VARIABLES (A31)

31 A31.0 THE SCHEDULE (C1.2 Contract Data)

Clause 31.0

Tenderers are referred to C1.2 Contract Data for variables pertaining to this contract

Contract data

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

F:..... V:.....
T:.....

Item

SECTION B: GENERAL PRELIMINARIES

DEFINITIONS AND INTERPRETATION (B1)

32 B1.1 - Definitions

F:..... V:.....
T:.....

Item

33 B1.2 - Interpretation

F:..... V:.....
T:.....

Item

DOCUMENTS (B2)

34 B2.1 - Checking of documents

F:..... V:.....
T:.....

Item

35 B2.2 - Provisional bills of quantities

F:..... V:.....
T:.....

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36 **B2.3 - Availability of construction information**

F:..... V:.....
T:.....

Item

37 **B2.4 - Ordering of materials and goods**

F:..... V:.....
T:.....

Item

**PREVIOUS WORK AND ADJOINING PROPERTIES
(B3)**38 **B3.1 - Previous work - dimensional accuracy**

F:..... V:.....
T:.....

Item

39 **B3.2 - Previous work - defects**

F:..... V:.....
T:.....

Item

40 **B3.3 - Inspection of adjoining properties**

F:..... V:.....
T:.....

Item

THE SITE (B4)41 **B4.1 - Handover of site in stages**

F:..... V:.....
T:.....

Item

42 **B4.2 - Enclosure of the works**

F:..... V:.....
T:.....

Item

43 **B4.3 - Geotechnical and other investigations**

F:..... V:.....
T:.....

Item

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44	B4.4 - Encroachments	
	F:..... V:..... T:.....	Item
45	B4.5 - Existing premises occupied	
	F:..... V:..... T:.....	Item
46	B4.6 - Services - known	
	F:..... V:..... T:.....	Item
<u>MANAGEMENT OF CONTRACT (B5)</u>		
47	B5.1 - Management of the works	
	F:..... V:..... T:.....	Item
48	B5.2 - Progress meetings	
	F:..... V:..... T:.....	Item
49	B5.3 - Technical meetings	
	F:..... V:..... T:.....	Item
<u>SAMPLES, SHOP DRAWINGS, MANUFACTURING INSTRUCTIONS (B6)</u>		
50	B6.1 - Samples of materials	
	F:..... V:..... T:.....	Item
51	B6.2 - Workmanship samples	
	F:..... V:..... T:.....	Item

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52	B6.3 - Shop drawings F:..... V:..... T:.....	Item
53	B6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item
<u>DEPOSITS AND FEES (B7)</u>		
54	B7.1 - Deposits and fees F:..... V:..... T:.....	Item
<u>TEMPORARY SERVICES (B8)</u>		
55	B8.1 - Water Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO F:..... V:..... T:.....	Item
56	B8.2 - Electricity Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO F:..... V:..... T:.....	Item

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57	B8.3 - Ablution and welfare facilities	
	Option A (by contractor)	YES
	Option B (by employer)	NO
	F:..... V:..... T:.....	Item
58	B8.4 - Communication facilities	
	Telephone	YES
	Facsimile	YES
	E-mail	YES
	F:..... V:..... T:.....	Item
	<u>PRIME COST AMOUNTS (B9)</u>	
59	B9.1 - Responsibility for prime cost amounts	
	F:..... V:..... T:.....	Item
	<u>ATTENDANCE ON SUBCONTRACTORS (B10)</u>	
60	B10.1 - General attendance	
	F:..... V:..... T:.....	Item
61	B10.2 - Special attendance	
	F:..... V:..... T:.....	Item
	<u>GENERAL (B11)</u>	
62	B11.1 - Protection of the works	
	F:..... V:..... T:.....	Item

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63	B11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item
64	B11.3 - Security of the works F:..... V:..... T:.....	Item
65	B11.4 - Notice before covering work F:..... V:..... T:.....	Item
66	B11.5 - Disturbance F:..... V:..... T:.....	Item
67	B11.6 - Environmental disturbance F:..... V:.....T:.....	Item
68	B11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item
69	B11.8 - Vermin F:..... V:..... T:.....	Item
70	B11.9 - Overhand work F:..... V:..... T:.....	Item
71	B11.10 - Tenant installations F:..... V:..... T:.....	Item

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72 **B11.11 - Advertising**

F:..... V:.....
T:.....

Item

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

73 **C1.0 CONTRACT DRAWINGS**

** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* 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

* A full set of drawings is issued with the tender documents indicating the full 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**

F:..... V:.....
T:.....

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74 **C2.0 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used - PW371 - A Edition 2.0 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (2nd Edition July 2013)" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

F:..... V:.....
T:.....

Item

75 **C3.0 TRADE NAMES**

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

F:..... V:.....
T:.....

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76 **C4.0 IMPORTED MATERIALS AND EQUIPMENT**

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. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

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)

F:..... V:.....
T:.....

Item

77 **C5.0 VIEWING THE SITE IN SECURITY AREAS**

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

F:..... V:.....
T:.....

Item

78 **C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS**

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

F:..... V:.....
T:.....

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79 **C7.0 ENTRANCE PERMITS TO SECURITY AREAS**

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

F:..... V:.....

T:.....

Item

80 **C8.0 SECURITY CHECK OF PERSONNEL**

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

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

F:..... V:.....

T:.....

Item

81 **C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS**

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

F:..... V:.....

T:.....

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82

C10.0 HIV/AIDS AWARENESS

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

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

C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

F: V:
T:

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C10.2 AWARENESS WORKSHOPS

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

F:..... V:.....
T:.....

Item

C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

F:..... V:.....
T:.....

Item

C10.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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C10.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

F:..... V:.....
T:.....

Item

83 **C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT**

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

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

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

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

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84	<p>C12.0 COVID 19 ADDITIONAL HEALTH AND SAFETY SPECIFICATION.</p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Disaster Management, 2002 (Act 57 of 2002)</p> <p>It is required of the contractor to thoroughly study the Covid 19 Additional 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</p> <p>The contractor must take note that compliance with the Additional Covid 19 Occupational Health and Safety Act Requirements, Construction Regulations, Disaster Management Act 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</p> <p>Provision for pricing of the Additional Covid 19 Occupational Health and Safety Act Requirements, Construction Regulations, Disaster Management Act and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>F:..... V:..... T:.....</p> <p><u>SUMMARY OF CATEGORIES</u></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 PRELIMINARIES FENCING AT FLORADALE PRIMARY SCHOOL</p>			
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4	High security galvanised, marine fusion bond coated, mesh fencing panel, size 1050 x 2400mm high fixed to posts (elsewhere).	No	1		
5	High security galvanised, marine fusion bond coated, mesh fencing panel, size 2200 x 2400mm high fixed to posts (elsewhere).	No	1		
6	High security galvanised, marine fusion bond coated, mesh fencing panel, size 2800 x 2400mm high fixed to posts (elsewhere).	No	1		
7	High security galvanised, marine fusion bond coated, mesh fencing panel, size 3350 x 2400mm high fixed to posts (elsewhere).	No	205		
	<u>Posts</u>				
8	Intermediate locking taper post, marine fusion bond coated, 3000mm long, with UV stabilised polymer cap including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	205		
9	End or corner square post, marine fusion bond coated, 3000mm long, with UV stabilised polymer cap including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	9		
10	Square gate post, marine fusion bond coated, 3000mm long, with UV stabilised polymer cap and gate mooring bracket including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	1		
11	Square gate guide frame, marine fusion bond coated, 3000mm long, with support frame rollers including embedding in 1000 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	2		
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	<u>Gates</u>				
12	Security sliding gate size 6500 x 2400mm high overall formed of square section perimeter framing, rails, etc. and the gate covered with high security galvanised, marine fusion bond coated, mesh including locking mechanism, gate stopper plate, wheel plates, wheels, etc. as per manufacturer's specifications.	No	1		
	<u>Extra Over Gates :</u>				
13	8mm diameter gate track runner fixed to flat plate and embedding in (25Mpa) reinforced concrete base including all necessary excavations, backfilling, etc as per manufacturers specifications	m	13		
	<u>Accessories</u>				
14	100mm High, marine fusion bond coated, steel shark spikes in 1500mm lengths pre-drilled and bolted to top of fencing panels (elsewhere).	m	671		
15	"Union 3122" or other approved 51mm brass padlock with stainless steel shackle.	No	1		
	<u>Sundries</u>				
16	Extra over excavations in earth (concrete bases) for excavation in soft rock.	m3	2		
17	Extra over excavations in earth (concrete bases) for excavation in hard rock.	m3	1		
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	<u>CONTINGENCY PROVISIONS</u>		
	The Tenderer is to allow hereunder for 5 (Five) percent of the Nett Builders Work Sub-Total to be used as a Budgetary Provision for construction contingencies of a general nature and for the finalisation of design detailing. This sum, or any portion thereof, shall be expended at the sole discretion of the Principal Agent. Any residual balance remaining subsequent to such expenditure shall be deducted in its entirety from the Contract Sum.	%	
	Sub - Total		R
	Add Value - Added Tax at the rate applicable as at Tender closing date.		R
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