



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
8. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
9. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

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PRICING INSTRUCTIONS

PREAMBLE TO BILL OF QUANTITIES

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the service provider's rates for providing supplies, services, Project management and delivery works in accordance with the Scope of Work.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, and Special Conditions of Contract.

3. Definitions

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Scope of Work.

Quantity: The number of units of work for each item.

Rate : The payment per unit of measurement at which the service provider contracts to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the

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Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	mega newton
MN-m	=	mega newton-metre
MPa	=	mega pascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

6. Net Measurements

Quantities supplied will be checked against the order made by the client as a tool of measurements.

7. Quantities

There are no quantities supplied thus quantities will be determined by the client's request and rates thereof will apply per item requested.

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8. **Currency**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

9. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

10. **Rates and Prices**

10.1 **General**

- a) The service provider must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- d) Should the service provider group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- e) Should the service provider indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- f) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

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10.2 “Rate only” items

The service provider shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the quantity, which rate will constitute payment for work which may be done in terms of this item. **For the purpose of this tender, total rates added to summary (vat exclusive) will be used to determine price scored using the procurement point system.**

10.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding, and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

11. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

12. Contract Specific

The application of a Contract Price Adjustment factor will apply to this Contract.

In Clause 46.2, line 3, after "Clause 46.3" insert:

"but including new rates or prices fixed in terms of Clause 37.1

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