

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>MEANING OF TERMS "TENDER / TENDERER"</u></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><u>PRELIMINARIES</u></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><u>PRICING OF PRELIMINARIES</u></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> <p><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></p>			
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DEFINITIONS

1 A1 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the date of acceptance of tender as stated in the **agreement** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

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

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. 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 a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

OBJECTIVE AND PREPARATION

2 A2 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

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3 **A4 DESIGN RESPONSIBILITY**
 Clause 4.0
 Clause 4.3 is amended by replacing it with the following:
 No clause
 Fixed: _____ Value related: _____ Time
 related: _____

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4 **A5 EMPLOYER'S AGENTS**
 Clause 5.0
 Clause 5.1.2 is amended to include clauses 32.6.3,
 34.3, 34.4 and 38.5.8
 Fixed: _____ Value related: _____ Time
 related: _____

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5 **A6 SITE REPRESENTATIVE**
 Clause 6.0
 Fixed: _____ Value related: _____ Time
 related: _____

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6 **A7 COMPLIANCE WITH REGULATIONS**
 Clause 7.0
 Note: A seperate clause has been included in Section
 C: Specific Preliminaries of the **bills of
 quantities / lump sum document** for the
contractor to have the oppurtunity to price for
 all the requirements of the Occupational Health
 and Safety Act, Construction Regulations and
 Health and Safety Specification
 Fixed: _____ Value related: _____ Time
 related: _____

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7 **A8 WORKS RISK**
 Clause 8.0
 Fixed: _____ Value related: _____ Time
 related: _____

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8 **A9 INDEMNITIES**
 Clause 9.0
 Fixed: _____ Value related: _____ Time
 related: _____

Item

9 **A10 WORKS INSURANCES**
 Clause 10.0
 Clause 10.0 is amended by the addition of the following
 clauses:

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6

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(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

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- (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** 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

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10.7.2 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 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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10.7.4 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 10.7.1, 10.7.2 and 10.7.3. 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

Fixed: _____ Value related: _____ Time related: _____

Item

10 A11 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

11 A12 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

12 A13.0 *No clause*

N/A

13 A14 SECURITY

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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- 14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2** In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3** Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

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- 14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4** Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

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- 14.5** Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6** Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

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- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7** Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8** Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9** Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

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EXECUTION

14 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1 is amended by the addition of the following clause:

Clause 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____

15 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

16 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.1 is amended by replacing "and the appointment of nominated and selected sub-contractors" with "and the appointment of selected sub-contractors"

Fixed: _____ Value related: _____ Time related: _____

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17 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

18 **A19 ASSIGNMENT**

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____

Item

19 **A20 NOMINATED SUB-CONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed: _____ Value related: _____ Time related: _____

Item

20 **A21 SELECTED SUB-CONTRACTORS**

Clause 21.0

Note: See item B9.1 hereinafter for adjustment of attendance on **selected sub-contractors** executing work allowed for under provisional sums

Fixed: _____ Value related: _____ Time related: _____

Item

21 **A22 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____

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22 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**
Clause 23.0
Fixed: _____ Value related: _____ Time related: _____

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COMPLETION

23 **A24 PRACTICAL COMPLETION**
Clause 24.0
Fixed: _____ Value related: _____ Time related: _____

Item

24 **A25 WORK'S COMPLETION**
Clause 25.0
Fixed: _____ Value related: _____ Time related: _____

Item

25 **A26 FINAL COMPLETION**
Clause 26.0
Clause 26.1.2 is amended by inserting "#" next to 26.1.2
Fixed: _____ Value related: _____ Time related: _____

Item

26 **A27 LATENT DEFECTS LIABILITY PERIOD**
Clause 27.0
Fixed: _____ Value related: _____ Time related: _____

Item

27 **A28 SECTIONAL COMPLETION**
Clause 28.0
Fixed: _____ Value related: _____ Time related: _____

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28 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Clause 29.5 is amended by replacing "sixty (60)" with "twenty (20)"

Fixed: _____ Value related: _____ Time related: _____

Item

29 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____

Item

PAYMENT

30 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

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Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____

31 A32 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____

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32 A33 RECOVERY OF EXPENSE AND LOSS

Fixed: _____ Value related: _____ Time related: _____

Item

33 A34 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by inserting "#" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "twenty-one (21) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed: _____ Value related: _____ Time related: _____

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34 **A35 PAYMENT TO OTHER PARTIES**
 Clause 35.0
 Fixed: _____ Value related: _____ Time
 related: _____

CANCELLATION

35 **A36 CANCELLATION BY EMPLOYER -
CONTRACTOR'S DEFAULT**
 Clause 36.0
 Clause 36.1 is amended by the addition of the following
 clauses:
 36.1.3 refuses or neglects to comply strictly with any of
 the conditions of contract
 36.1.4 estate being sequestrated, liquidated or
 surrendered in terms of the insolvency laws in
 force within the Republic of South Africa
 36.1.5 in the judgement of the **employer**, has engaged
 in **corrupt** or **fraudulent practices** in
 competing for or in executing the contract
 Clause 36.3 is amended by removing the reference to
 "No clause" and replacing the words "**principal
 agent**" with "**employer**"
 Clause 36.0 is amended by the addition of the following
 clause:
 36.7 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
 date stated 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
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36 **A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 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 date stated 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

Fixed: _____ Value related: _____ Time related: _____

Item

37 **A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 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 date stated 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

Fixed: _____ Value related: _____ Time related: _____

Item

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38 **A39 CESSATON - CANCELLATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such report"

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A40 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed: _____ Value related: _____ Time related: _____

Item

SUBSTITUTE PROVISIONS

40 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

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THE SCHEDULE

41 A42 PRE-TENDER INFORMATION

Clause 42.0

Tenderers are referred to the "Contract Variables" as scheduled hereunder for variables pertaining to this contract

Fixed: _____ Value related: _____ Time related: _____

CONTRACT VARIABLES

THE SCHEDULE

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 the **agreement**

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

Item

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42.0 PRE-TENDER INFORMATION

42.1 CONTRACTING AND OTHER PARTIES

42.1.1 Employer

Independent Development Trust (IDT)

Tel: 013 756 5536

Contact person: Head of Department or his nominee

[1.2] Physical address:

30 Brown Street
Mbombela
1200

42.1.3 Agent (1): SRSQS Quantity Surveyors (Pty) Ltd

P O Box 789, Thornhill Plaza 0882

Tel 082 702 3540

Fax (086) 560 4404

Email: sandro@srsqs.co.za

Agent's service: *Principal Agent & QS*

42.2 CONTRACT DETAILS

42.2.1 Works description:

Maintenance of existing classrooms, administration blocks etc.

42.2.1 Site description:

Mbalenhle Secondary School

42.2.3 Work or installations by direct contractors:

Details: None

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<p>42.2.4 Specific options that are applicable to a State organ only</p> <p>[41.0] Where so:</p> <p>[1.1#] (1) Interest rate legislation:</p> <p>[31.11.2#] [31.12.2#] In respect of interest owed by the employer, the interest rate applicable will be 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) will apply and</p> <p>In respect of interest owed to the employer, the interest rate applicable will be 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) will apply</p> <p>[11.2#] (2) Lateral support insurance to be effected by the contractor: NO</p> <p>[31.4.2#] (3) Payment will be made for materials and goods: YES</p> <p>[40.2.2#] (4) Dispute resolution by litigation: YES</p> <p>[26.1.2#] (5) Extended defects liability period applicable to the following elements: N/A</p> <p>42.2.5 Possession of the site is to be given on: [15.2.1#] Within Five (5) working days of the contractor complying with the terms of 15.1.4</p>				
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42.2.6	Period for the commencement of the works after the contractor takes possession of the site:			
[15.3]	Immediately after contract has been signed			
42.2.7	The date for practical completion and the penalty per calendar day for the works as a whole:			
[24.3.1]	The date for practical completion shall be 5 months from the commencement date			
[30.1]	The penalty per calendar day shall be 6.25c per R100			
42.2.8	The date for practical completion and the penalty per calendar day for the works in sections:			
[24.3.1] [28.1]	Section 1: <i>Details</i>			
42.2.9	The law applicable to this agreement shall be that of:			
[1.2]	Republic of South Africa			
42.3	INSURANCES			
42.3.1	Contract works insurance:			
[10.1#, 10.2#, 12.1#]	To be effected by: Contractor For the sum of: Minimum value of the contract sum plus 10% With the deductible of: Not exceeding 5% of each and every claim			
42.3.2	Supplementary insurance is required: NO			
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42.3.3 [11.1#, 12.1#]	Public liability insurance: To be effected by: Contractor For the sum of: R 5 000 000-00 With the deductible of: Not exceeding 5% of each and every claim			
42.3.4 employer: [11.2#, 12.1#]	Support insurance to be effected by the employer: <p style="text-align: right;">NO</p>			
42.4 DOCUMENTS				
42.4.1 [3.3#, 15.1.3, 31.16.2#]	Waivers of contractor's lien or right of continuing possession is required: Not applicable (No clause)			
42.4.2 [3.7#]	Construction document copies to be supplied to the contractor free of charge: Three (3) copies of the construction documents			
42.4.3	Bills of quantities/Lump sum document schedule of drawn up with: Standard System of Measuring Building Work (Seventh edition)			
42.4.4 [15.1.1]	On acceptance of the tender the bills of quantities is to be submitted: Not applicable (No clause)			
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents : <p style="text-align: right;">NO</p>			
42.4.6	The contract value is to be adjusted			
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	using CPAP indices:			
[31.5.3]		No		
[32.13]	Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:			
1)	Glass, etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that workgroup unless specifically stated otherwise in the bills of quantities			
2)	All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index Workgroup 160, Electrical Installations. Uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems, shall be adjusted in terms of the Workgroup 170, Mechanical Services			
3)	With reference to Workgroup 190 a proportion of the value related preliminaries, pro-rata to the amount of work excluded from the adjustment, shall be excluded from Contract Price Adjustment Provisions if Option A has been selected for the adjustment of Preliminaries			
4)	Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers will not be permitted			
5)	Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual, the factor of 0,55 shall be substituted by 1,45			
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Alternative Indices: **Not applicable**

42.4.7

Details of changes made to the provision of JBCC standard documentation:

[3.10]

Note:

The amended clauses, with relevant item and page numbers, are scheduled hereunder. Refer to each applicable clause for the exact extent of amendments and/or additions made

Clause:	Item:	Page:
1.1	1	1
1.6	1	2
1.6.4	1	3
3.2.1	3	3
3.7	3	3
3.10	3	3
4.3	4	3
5.1.2	5	3
10.5	10	4
10.6	10	5
10.7	10	6
14.1 to 14.9	14	7 to10
15.1	15	10
15.1.1	15	10
15.1.2	15	10
15.2.1	15	10
17.1.11	17	11
20.1.3	20	11
26.1.2	26	12
29.2.5	29	12
31.5.2	31	13
31.8	31	13
31.12	31	14
32.5.1	32	14
32.5.4	32	14
32.5.7	32	14
34.1	34	14
34.2	34	14
34.8	34	14
34.13	34	14
36	36	15
36.1	36	15
36.3	36	15
37	37	15
37.3.5	37	15
38	38	16

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38.5.4	38	16
39.3.5	39	16
40.2.2	40	17
40.6	40	17
40.7.1	40	17

42.0 POST-TENDER INFORMATION

Note: All information for this section requires consultations with the **contractor**.
The **principal agent** shall not pre-select any of the alternatives available to the **contractor**

42.5 CONTRACT DETAILS

42.5.1 Contractor:

Postal address:
.....

Tel:
.....

Fax:
.....

Tax/VAT Registration number:
.....

Physical address:
.....
.....
.....

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42.5.2 The accepted **contract sum**, inclusive of tax, is:

R
.....

Amount is words:
.....

.....
.....
.....
.....

42.5.3 The latest day of the month for the issue of an interim **payment certificate**:

[31.3]
.....
.....

42.5.4 The preliminaries amounts shall be paid in terms of:

- [
- **Alternative A:** **YES**
 - **Alternative B:** **NO**

42.5.5 The preliminaries amounts shall be adjusted in terms of:

- [32.12]
- **Alternative A:** **YES**
 - **Alternative B:** **NO**

42.5.6 Not applicable/No clause:
[3.1]

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42.5.7 *The security to be provided by the contractor:*
[14]

(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1

(b) in respect of contracts above R1 million, the contractor will provide as security, one of the following:

(1) cash deposit of 10% of the contract sum (excluding VAT)

YES/NO

(2) variable construction guarantee of 10% of the contract sum (excluding VAT)

YES/NO

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

YES/NO

(4) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate

YES/NO

(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction/retention of 5% of the value certified in the payment certificate (excluding VAT)

YES/NO

Guarantee submitted must be issued by either an insurance company duly registered in terms of the Short Term Insurance Act, 1998 (Act No 35 of 1998) or by a bank duly registered in terms of the Bank Act, 1990 (Act No 94 of 1990), all in accordance with the pro-forma documents to be provided. No alterations or amendments of the wording of the pro-forma will be accepted

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42.5.8 The annual holiday period after the commencement date of the **construction period**:
 [29.7.2] From:
 to

42.6 DOCUMENTS

42.6.1 Contract documents marked and annexed hereto:

- **Priced bills of quantities:** YES/NO
 Document marked as:

- **Lump sum document:** YES/NO
 Document marked as:

- **Guarantee:** YES/NO
 Document marked as:

- **Contract drawings:** YES/NO
 Document marked as:

- **Other documents:** YES/NO
 (*If "Yes", specify):

42.7 DISPUTE RESOLUTION

Not applicable/No clause

Also refer to previous clause 42.2.4 [40.2.2#] in this regard

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42.8 SIGNATURES OF THE CONTRACTING PARTIES

- This done and signed at
.....
on
.....

Name of signatory:
.....

For and behalf of the **Employer** who by
signature hereof warrants authorisation hereto:

.....
.....

As Witness:

.....
.....

- This done and signed at
.....
on
.....

Capacity of signatory:
.....

For and behalf of the **Contractor** who by
signature hereof warrants authorisation hereto:

.....
.....

As Witness:

.....
.....

SECTION B: JBCC PRELIMINARIES

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B1 DEFINITIONS AND INTERPRETATION

42 **B1.1 Definitions and interpretation**

Fixed: _____ Value related: _____ Time related: _____

Item

B2 DOCUMENTS

43 **B2.1 Checking of documents**

Fixed: _____ Value related: _____ Time related: _____

Item

44 **B2.2 Provisional bills of quantities**

Fixed: _____ Value related: _____ Time related: _____

Item

45 **B2.3 Availability of construction documentation**

Fixed: _____ Value related: _____ Time related: _____

Item

46 **B2.4 Interests of agents**

Fixed: _____ Value related: _____ Time related: _____

Item

47 **B2.5 Priced documents**

Fixed: _____ Value related: _____ Time related: _____

Item

48 **B2.6 Tender submission**

Fixed: _____ Value related: _____ Time related: _____

Item

B3 THE SITE

49 **B3.1 Defined works area**

Fixed: _____ Value related: _____ Time related: _____

Item

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50 **B3.2 Geotechnical investigation**
Fixed: _____ Value related: _____ Time
related: _____

Item

51 **B3.3 Inspection of the site**
Tenderers shall complete the Compulsory Site
Inspection Certificate (Returnable Schedule No 12)
included in the tender documents and return the same
with the tender submission
Fixed: _____ Value related: _____ Time
related: _____

Item

52 **B3.4 Existing premises occupied**
Fixed: _____ Value related: _____ Time
related: _____

Item

53 **B3.5 Previous work - dimensional accuracy**
Fixed: _____ Value related: _____ Time
related: _____

Item

54 **B3.6 Previous work - defects**
Fixed: _____ Value related: _____ Time
related: _____

Item

55 **B3.7 Services - known**
Fixed: _____ Value related: _____ Time
related: _____

Item

56 **B3.8 Services - unknown**
Fixed: _____ Value related: _____ Time
related: _____

Item

57 **B3.9 Protection of trees**
Fixed: _____ Value related: _____ Time
related: _____

Item

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58 **B3.10 Articles of value**
Fixed: _____ Value related: _____ Time
related: _____

Item

59 **B3.11 Inspection of adjoining properties**
Fixed: _____ Value related: _____ Time
related: _____

Item

B4 MANAGEMENT OF CONTRACT

60 **B4.1 Management of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

61 **B4.2 Programme for the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

62 **B4.3 Progress meetings**
Fixed: _____ Value related: _____ Time
related: _____

Item

63 **B4.4 Technical meetings**
Fixed: _____ Value related: _____ Time
related: _____

Item

64 **B4.5 Labour and plant records**
Fixed: _____ Value related: _____ Time
related: _____

Item

**B5 SAMPLES, SHOP DRAWINGS AND
MANUFACTURERS' INSTRUCTIONS**

65 **B5.1 Samples of materials**
Fixed: _____ Value related: _____ Time
related: _____

Item

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66 **B5.2 Workmanship samples**
Fixed: _____ Value related: _____ Time
related: _____

Item

67 **B5.3 Shop drawings**
Fixed: _____ Value related: _____ Time
related: _____

Item

68 **B5.4 Compliance with manufacturers' instructions**
Fixed: _____ Value related: _____ Time
related: _____

Item

B6 TEMPORARY WORKS AND PLANT

69 **B6.1 Deposits and fees**
Fixed: _____ Value related: _____ Time
related: _____

Item

70 **B6.2 Enclosure of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

71 **B6.3 Advertising**
Fixed: _____ Value related: _____ Time
related: _____

Item

72 **B6.4 Plant, equipment, sheds and offices**
Fixed: _____ Value related: _____ Time
related: _____

Item

73 **B6.5 Main notice board**
Fixed: _____ Value related: _____ Time
related: _____

Item

74 **B6.6 Subcontractors' notice board**
Fixed: _____ Value related: _____ Time
related: _____

Item

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B7 TEMPORARY SERVICES

75 **B7.1 Location**

Fixed: _____ Value related: _____ Time related: _____

Item

76 **B7.2 Water**

Fixed: _____ Value related: _____ Time related: _____

Item

77 **B7.3 Electricity**

Fixed: _____ Value related: _____ Time related: _____

Item

78 **B7.4 Telecommunication facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

79 **B7.5 Ablution facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

B8 PRIME COST AMOUNTS

80 **B8.1 Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time related: _____

Item

B9 ATTENDANCE ON N/S SUB-CONTRACTORS

81 **B9.1 General attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

82 **B9.2 Special attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

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83 **B9.3 Commissioning - fuel, water and electricity**
Fixed: _____ Value related: _____ Time
related: _____

Item

B10 FINANCIAL ASPECTS

84 **B10.1 Statutory taxes, duties and levies**
Fixed: _____ Value related: _____ Time
related: _____

Item

85 **B10.2 Payment for preliminaries**
Fixed: _____ Value related: _____ Time
related: _____

Item

86 **B10.3 Adjustment of preliminaries**
Fixed: _____ Value related: _____ Time
related: _____

Item

87 **B10.4 Payment certificate cash flow**
Fixed: _____ Value related: _____ Time
related: _____

Item

B11 GENERAL

88 **B11.1 Protection of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

89 **B11.2 Protection / isolation of existing / sectionally
occupied works**
Fixed: _____ Value related: _____ Time
related: _____

Item

90 **B11.3 Security of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

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91 **B11.4 Notice before covering work**
Fixed: _____ Value related: _____ Time
related: _____

Item

92 **B11.5 Disturbance**
Fixed: _____ Value related: _____ Time
related: _____

Item

93 **B11.6 Environmental disturbance**
Fixed: _____ Value related: _____ Time
related: _____

Item

94 **B11.7 Works cleaning and clearing**
Fixed: _____ Value related: _____ Time
related: _____

Item

95 **B11.8 Vermin**
Fixed: _____ Value related: _____ Time
related: _____

Item

96 **B11.9 Overhand work**
Fixed: _____ Value related: _____ Time
related: _____

Item

97 **B11.10 Instruction manuals and guarantees**
Fixed: _____ Value related: _____ Time
related: _____

Item

98 **B11.11 As built information**
Fixed: _____ Value related: _____ Time
related: _____

Item

99 **B11.12 Tenant installations**
Fixed: _____ Value related: _____ Time
related: _____

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B12 SCHEDULE OF VARIABLES

100 **B12.1 Pre-tender information**

*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 references clauses are italicised in [] brackets.*

Fixed: _____ Value related: _____ Time related: _____

Item

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional NO

12.1.2 Availability of construction documentation

[2.3] Construction documentation is complete YES

12.1.3 Interest of agents

[2.4] Details: See clause 42.1.2

12.1.4 Defined works area

[3.1] Details: See clause 42.2.1

12.1.5 Geotechnical investigation

[3.2] Details: N/A

12.1.6 Existing premises occupied

[3.4] Specific requirements: YES

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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: N.A.

12.1.10 **Protection of trees**
[3.9] Specific requirements: *No trees to be removed without approval by client*

12.1.11 **Inspection of adjoining properties**
[3.11] Specific requirements: N.A.

12.1.12 **Enclosure of the works**
[6.2] Specific requirements: N.A.

12.1.13 **Offices**
[6.4.3] 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.

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	<p>12.1.14 Main notice board [6.5] Specific requirements: <i>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 2770mm wide x 3700mm high, constructed of suitable boarding with flat smooth surface on a suitable square tubular steel sub-frame and fixed to and including a suitable supporting structure of timber or tubular posts and braces. All painting to and wording on the board shall be in accordance to the prescribed colour scheme and lettering type, all in accordance to the drawing included in the "Supplementary Information" section (which is bound at the back of this document)</i></p>	NO	Item	R
	<p>12.1.15 Subcontractors' notice board [6.6] Specific requirements:</p>	NO		
101	<p>12.1.16 Water [7.2] Option A (by contractor) Option B (by employer - free of charge) Option C (by employer - metered)</p>	YES	Item	
102	<p>12.1.17 Electricity [7.3] Option A (by contractor) Option B (by employer - free of charge) Option C (by employer - metered)</p>	YES	Item	
103	<p>12.1.18 Telecommunications [7.4] Telephone Facsimile E-mail</p>	YES	Item	
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12.1.19 Ablution facilities

[7.5] Option A (by **contractor**)

YES

Option B (by **employer**)

NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required

NO

12.1.21 Special attendance

[9.2] **Subcontractor (1)** details:

Subcontractor (2) details:

Subcontractor (3) details:

Subcontractor (4) details:

12.1.22 Protection of works

[11.1] Specific requirements: *N.A.*

12.1.23 Disturbance

[11.5] Specific requirements:

The contractor shall keep the site, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent

12.1.24 Environmental disturbance

[11.6] Specific requirements: *N.A.*

B12.2 POST-TENDER INFORMATION

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All post-tender information for this section will be determined once tender is awarded

- 12.2.1 **Payment of preliminaries**
[10.2] Option A (prorated) YES
- Option B (calculated) NO
- 12.2.2 **Adjustment of preliminaries**
[10.3] Option A (three categories) YES
- Option B (detailed breakdown) NO
- 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

104 **C1 CONTRACT DRAWINGS**

Save for the drawings included in the "Supplementary Information" section (which is bound at the back of this document), no other drawings are issued with the tender documents. A complete set of drawings indicating the exact scope of work can be viewed, during normal office hours, at the offices of the **principal agent**.

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**.

Fixed: _____ Value related: _____
Time related: _____

Item

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105 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____
Time related: _____

Item

106 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities**, 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

Fixed: _____ Value related: _____
Time related: _____

Item

107 **C4 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.

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)

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Time related: _____

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108 **C5 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

Fixed: _____ Value related: _____
Time related: _____

Item

109 **C6 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

Fixed: _____ Value related: _____
Time related: _____

Item

110 **C7 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

Fixed: _____ Value related: _____
Time related: _____

Item

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111 **C8 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**

Fixed: _____ Value related: _____
Time related: _____

Item

112 **C9 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

Fixed: _____ Value related: _____
Time related: _____

Item

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C10 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. 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 afore-mentioned 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 of "Section 1: Preliminaries" 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

113 **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

Fixed: _____ Value related: _____
Time related: _____

Item

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114 **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

Fixed: _____ Value related: _____
 Time related: _____

Item

115 **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

Fixed: _____ Value related: _____
 Time related: _____

Item

116 **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

Fixed: _____ Value related: _____
 Time related: _____

Item

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117 **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

Fixed: _____ Value related: _____
Time related: _____

[Service Provider should include any other necessary Project Specific Preliminaries here]

Item

118 **C11 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**.

The **contractor** must take note that compliance with the occupational Health and Safety Act, Construction Regulations and Health and Safety Specifications 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 wharsoever 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.

Fixed: _____ Value related: _____
Time related: _____

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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

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**MBALENHLE SECONDARY SCHOOL
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**MBALENHLE SECONDARY SCHOOL
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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Unless otherwise stated, all materials from the alterations and demolition will belong to the builder.</p> <p>The builder should allow for the removal of all debris from site and keeping the site clean at all times.</p> <p>The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned.</p> <p>NATURE OF WORK: Tenderer's are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work. Tenderer's are advised that the existing building will be in occupation during the progress of the work and due allowance must be made for work being carried out at such times and in such manner as will least interfere with the routine of the occupants and as may be directed by the Quantity Surveyor.</p> <p>NATURE OF WORK: Tenderer's are advised to visit the site and thoroughly acquaint themselves with the nature of demolitions, the nature and the extent the work to be</p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORKS Bill No. 1 Alterations</p>			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

done and adequate provisions are to be made in tendered rates for items not specifically mentioned which they may deem necessary for the proper completion of the work

SCHOOL TO REMAIN OPERATIONAL: Tenderers are to note that all existing buildings of the facility will remain occupied and fully operational during the construction period and due allowance must be made for the work being carried out at such times and in such manner as directed by the Principal Agent to ensure the least interference with the routine of the School.

EXISTING SERVICES: Special care is to be taken by the Contractor not to interfere unnecessarily with existing services. Should the contractor encounter any existing services such as underground cables, pipes or sewers during the execution of the works he shall notify the Principal Agent immediately and suspend all affected work in the immediate vicinity until such have been dealt with (i.e. removed, disconnected, re-routed, etc) and instruction to proceed with the work has been given by the Principal Agent

The Contractor shall afford every facility to Specialist which might be employed by the Principal Agent to effect the necessary removal, disconnection, re-routing, etc of services as might be required.

The Contractor will be held solely responsible for any damages to persons or property and for the safety of the structures throughout the whole of this Contract and shall make good at his own expense any such damages arising out of his failure to adhere to the aforesaid requirement.

OLD MATERIAL:

Unless specifically otherwise described, all other old materials from demolitions are to become the property of the CONTRACTOR, therefore, tendered rates for demolitions must cater for adequate credit in this regard.

It will be expected from the Contractor that all old materials not required, rubble, rubbish, etc. to be immediately carted away and site left clean and unencumbered at all times.

MEASUREMENT: Measurement given are approximate and the Contractor is advised to view the site and

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Section No. 2
BUILDING WORKS
Bill No. 1
Alterations

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

existing structures to be demolished and to thoroughly acquaint himself with the extent of the work to be done.

Any errors to the tendered rates in this regard shall be Contractor's expense as no claims in this regard will be entertained afterwards

TENDER: The submission of a tender will imply that the Contractor has physically visited the site and fully understands the content and extent of the work described in this Bill and, therefore, accepts that no claims in this respect will thus be entertained afterwards.

DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.

PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the QS to whom due notice must be given of any alterations to the existing services.

PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery ,loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.

CREDITS, ETC Old materials from the pulling down (except such as described to be re-used) are to become the property of the CONTRACTOR. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old materials described to be handed over are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left

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Section No. 2
BUILDING WORKS
Bill No. 1
Alterations

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

clean and unencumbered. None of the old stock bricks from the pulling down are to be re-used for any new work.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

REMOVAL OF EXISTING WORK

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.

1	Ceilings and cornices including branderings in patches	m2	420	
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Taking out and removing doors, windows, fittings, including ironmongery etc from brickwork including making good cement plaster on both sides (making good paintwork elsewhere)

2	Timber single door and steel frame 813 x 2032mm high	No	25	
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Carefully take out and remove sundry steel work, setting aside for re-use and later refixing in same position at later stage

3	Steel security gate 800 x 2100mm high	No	30	
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Taking out and removing sundry joinery work, fittings, etc

4	Chalkboards size approximately 4800mm x 1200mm.	No	9	
---	---	----	---	--

5	Damaged pinning boards size approximately 1200mm x 1500mm high	No	60	
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Taking out and removing ironmongery

6	Remove damaged door lock and prepare surfaces for new	No	7	
---	---	----	---	--

Take out and remove damaged gutters, etc

7	Fascias and barge boards	m	420	
---	--------------------------	---	-----	--

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Section No. 2
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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

<u>Taking out and removing glass and mirrors</u>				
8	Glass from steel windows including cleaning out rebates and preparing for new glass	m2	394	
<u>REMEDIAL WORK TO EXISTING</u>				
9	Hack open all cracks prepare and re plaster to a smooth uniform surface. Remove loose and peeling paint back to a firm edge by scraping, sanding or other suitable means. Feather the edges with 100 grit sandpaper and ensure surface is dust free. Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale- 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an over coating time of 16 hours and finish with two coats Wall & All (WAA) with 2 hours drying time between coats, for a maintenance cycle of 6 years in a C3 - industrial environment.	m2	122	
<u>SERVICING OF DOORS, WINDOWS, ETC.</u>				
10	Replace existing damaged or missing brass window sash handles and stays	No	518	
<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
11	Prepare, and clean external walls with high pressure water and leave surfaces free from dirt, etc	m2	2 793	
12	Service existing roof, remove and secure all loose roof fasteners and replace with patented 8/10mm coach screws or hook bolts with bonded washers (replace corroded sheets/ flashings if required) all to ensure an weather and water tight structure. (replaced sheets and flashing to match existing) Prepare existing roof for paint specified elsewhere.	m2	1 302	
<u>MAKING GOOD OF FINISHES ETC</u>				
<u>Making good screed</u>				
13	Floors in patches	m2	1 302	
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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

<u>Making good to internal cement plaster & paint</u>			
14	Walls in patches	m2	1 026
<u>Making good to external cement plaster & paint</u>			
15	Walls in patches	m2	88

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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.2</u>			
	<u>CARPENTRY AND JOINERY</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			

	<u>EAVES, VERGES, ETC</u>			
	<u>"Everite Flexit" or other equal and approved pressed nutec-cement</u>			
1	15 x 250mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	420	
	<u>SKIRTINGS</u>			
	<u>Wrought meranti</u>			
2	19 x 76mm Skirting including 19mm quadrant bead nailed	m	442	
	<u>DOORS, ETC</u>			
	<u>Wrought meranti doors hung to timber frames</u>			
3	44mm FLBB Door size 813 x 2032mm high with styles, top, bottom, and middle rails with diagonal bracing of 22mm tongue & grooved vertical battens, finish suitable for varnish (elsewhere measured).	No	16	
	Carried to Collection			R
	Section No. 2 BUILDING WORKS Bill No. 2 Capentry and Joinery			

**MBALENHLE SECONDARY SCHOOL
 CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
 FOR INDEPENDENT DEVELOPMENT TRUST**

4 40mm Double door 1 613 x 2 032mm high with rebated meeting edges

No

3

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Section No. 2
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 Bill No. 2
 Carpentry and Joinery

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
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Capentry and Joinery

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Capentry and Joinery

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**MBALENHLE SECONDARY SCHOOL
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FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO.3</u></p> <p><u>CEILING , ETC.</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions:</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere</p> <p><u>CEILING CONSTRUCTION, CORNICES, ETC.</u></p> <p><u>Sawn softwood</u></p>			
1	38 x 38mm Hangers (Provisional)	m	72	
2	38 x 50mm Runners (Provisional)	m	38	
	<p><u>NAILED UP CEILINGS</u></p>			
	Carried to Collection			R
	<p>Section No. 2 BUILDING WORKS Bill No. 3 Ceilings, Partitions and Access Flooring</p>			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
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Section No. 2

BUILDING WORKS

Bill No. 3

Ceilings, Partitions and Access Flooring

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BUILDING WORKS

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Ceilings, Partitions and Access Flooring

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO.4</u></p> <p><u>IRONMONGERY</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><u>LOCKS</u></p> <p><u>"Union" or similar approved</u></p>			
1	"Union CZ682-24/2295-76" or other equal and approved two lever lockset with striking plate fixed to metal	No	32	
	Carried to Collection			R
	Section No. 2 BUILDING WORKS Bill No. 4 Ironmongery			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

HINGES

2	1,5 Pairs "UNION" or similar approved two ball bearing butt hinge (Code : JH-BB-ST-2-SS) with stainless Steel finish	No	64	
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LETTERS, NAMEPLATES, ETC

3	60 X 3mm Thick perspex plate with two 40mm high engraved and painted letters or numerals	No	32	
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SUNDRIES

"Dorma" or similar approved

4	Dorma "Code 255" door stop plugged	No	32	
---	------------------------------------	----	----	--

**PINNING BOARDS, WRITING BOARDS,
PROJECTION SCREENS, ETC**

Vitrex or other approved

5	Green writing board 4 800 x 1 140mm high consisting of two fixed panels each 2 400 x 1 140mm high complete with aluminium chalk rail, etc, plugged	No	30	
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"Parrot" or other approved

6	"BD0470Z" bulletin boards 2000 x 1200mm high, plugged	No	32	
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7	"BD0484Z" bulletin boards 3000 x 1200mm high, plugged	No	4	
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Carried to Collection

R

Section No. 2
BUILDING WORKS
Bill No. 4
Ironmongery

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 2

BUILDING WORKS

Bill No. 4

Ironmongery

COLLECTION

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Section No. 2
BUILDING WORKS
Bill No. 4
Ironmongery

R

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO. 5</u></p> <p><u>METALWORK</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p><u>WELDED SCREENS, GATES, ETC</u></p> <p><u>Security gates to steel door frames</u></p>			
1	Refixing of previously set aside single gate 830 x 2090mm high	No	30	
	<p><u>PRESSED STEEL DOOR FRAMES</u></p> <p><u>1,2mm Double rebated frames suitable for one brick walls</u></p>			
2	Frame for door 813 x 2032mm high	No	25	
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	Section No. 2 BUILDING WORKS Bill No. 5 Metalwork			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO.6</u></p> <p><u>ELECTRICAL WORKS</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Specifications, drawings, etc</u></p> <p><u>Contract price adjustment provisions</u></p> <p>(b) Cables in excess of 16mm² calculated on the basis of proven cost</p> <p>(c) All other work calculated on the index for work group ?</p> <p><u>Distribution boards etc</u></p> <p>Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings</p> <p><u>Switches, socket outlets, etc</u></p> <p>Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates</p>			
	Carried to Collection		R	
	Section No. 2 BUILDING WORKS Bill No. 6 Electrical works			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Light fittings

Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described

ALTERATIONS

Removal of damage lights, plugs, DB's, cable wires etc including the preparation to receive new

1	Plugs	No	28
2	Switches	No	14
3	lights with bulbs	No	48

ELECTRICAL INSTALLATION

DRAW WIRES

4	Supply and installation of 0,6mm diameter galvanised draw wires in sleeve system runs	m	1 096
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CONDUIT

Supply and installation of SABS approved solid black enameled, solid galvanised or PVC conduits complete with all required conduit accessories. Conduits to be cast into concrete, built into brick walls, fixed on surface of brick, concrete or steel surface or fixed inside ceiling spaces on timber work. All tendered rates must make allowance for wastage.

In ceiling spaces on timber work

5	20 mm Diameter	m	1 033
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CONDUIT BOXES

Supply and installation of SABS approved conduit boxes, installed in the run of the conduit installation, cast into concrete and built into brickwork or flush inside false ceiling spaces, complete with all the required conduit termination accessories

6	20mm Diameter 4 way type	No	112
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Carried to Collection

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Section No. 2
BUILDING WORKS
Bill No. 6
Electrical works

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

7	450 x 450mm Bonding tray in roof space.	No	45
<u>WALL BOXES</u>			
Supply and installation of SABS approved galvanised pressed steel wall boxes for building flush into brickwork or cast into concrete work			
<u>Flush mounted type:</u>			
8	100 x 50 x 50mm	No	84
9	100 x 100 x 50mm	No	106
<u>PVC WIRING</u>			
<u>PVC wiring in conduits</u>			
10	2.5mm ²	m	1 888
11	4mm ²	m	1 495
<u>STRANDED BARE COPPER EARTH WIRE</u>			
Supply and installation of stranded bare copper earth wire along with PVC wiring in conduits. Tendered rates shall make provision for wastage.			
12	2.5mm ²	m	3 795
<u>LIGHT SWITCHES</u>			
Supply and installation of SABS approved type 16 A flush and surface type light switches. Final paint finishes shall be confirmed at a later stage, allowance shall however be made as specified in the general specification. All boxes for flush mounting measured elsewhere.			
13	1 Lever 1 way	No	48
14	1 Lever 2 way	No	47

Carried to Collection

R

Section No. 2
BUILDING WORKS
Bill No. 6
Electrical works

SOCKET OUTLETS

Supply and installation of SABS approved switched and unswitched type flush and surface mounted type 16 A switched socket outlets suitable for mounting in flush steel wall boxes or in steel pedestal units or on surface.

The final colour of the paint finish shall be confirmed at a later stage, allowance shall be made as specified in the specification.

All flush type boxes and special pedestals measured elsewhere.

Supply and install the following 16A 3-pin socket outlet complete with cover plate in position as indicated on the drawings (draw box measured elsewhere)

15	16A 3-pin single	No	34	
16	13A 3-pin Double socket outlet	No	46	

Flush switched socket type:

17	Double 15 A 3 pin socket outlets	No	32	
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ISOLATOR

Supply and install the following isolators complete with the cover plate in the position as indicated on the drawings (draw box elsewhere measured)

18	45A Isolator 4 x 4	No	36	
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LIGHT FITTINGS

Supply, deliver to site, storage and installation of the below specified light fittings complete with lamps or tubes. Allowance must be made in the rates for all the required fixing materials and accessories.

Fittings to be equal and similar approved to the below quoted manufacturer.

Flourescent fittings

19	Type F3: 2 x 54 W open channel flourescent	No	144	
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Carried to Collection

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Section No. 2
BUILDING WORKS
Bill No. 6
Electrical works

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Bulkhead fittings

20	Type B1: Surface Mounted Bulkhead luminaire with 2 x 18 W CFL Lamp, IP 66	No	34	
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ELECTRICAL TESTS

Making provision for the required inspections, tests and the commissioning of the installation and the issuing of the required certificate.

21	Building Installation			Item
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Money Provision:

22	Provide a Sum of R 300 000 (Three Hundred Thousand) for electrical work not clearly defined at the time of tender			Item
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Carried to Collection

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Section No. 2
BUILDING WORKS
Bill No. 6
Electrical works

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 2

BUILDING WORKS

Bill No. 6

Electrical works

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BUILDING WORKS
Bill No. 6
Electrical works

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO.7</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Flush pans</u></p> <p>Flush pans shall have straight or side outlets and "P" or "S" traps as necessary</p> <p><u>Stainless steelbasins, sinks, wash troughs, urinals, etc.</u></p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p> <p><u>FIRE APPLIANCES ETC</u></p> <p><u>Fire extinguisher</u></p>			
1	<p>4.5kg CO2 fire extinguisher with wall mounting bracket fitted to 300 x 150 x 19mm meranti wood backing plate with rounded and smoothed edges fixed at 1200mm above FFL plugged and screwed to wall and backing plate to be dry, sound and clean and prime with one coat of wood primer and finished with two coats of velvago satin of selected colour, sanding lightly between coats</p>	No	32	
	Carried Forward to Summary of Section No. 2			R
	<p>Section No. 2 BUILDING WORKS Bill No. 7 Plumbing and Drainage</p>			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO. 8</u></p> <p><u>GLAZING</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>GLAZING TO STEEL WITH PUTTY</u></p> <p><u>6mm laminated Safety glass</u></p>			
1	Panes exceeding 0,5m2 and not exceeding 2m2	m2	145	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 BUILDING WORKS Bill No. 8 Glazing			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORK</u></p> <p><u>BILL NO. 9</u></p> <p><u>PAINTWORK</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p style="text-align: center;">-----</p> <p><u>PAINTWORK ETC TO EXISTING WORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth.</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORKS Bill No. 9 Paintwork</p>			

ON FLOATED PLASTER

**Prepare surfaces and remove all loose material.
Apply one coat plaster primer, two coats velvagio
paint**

1	On internal walls	m2	1 320	
2	On external wall	m2	381	

ON FIBRE-CEMENT

**One coat primer and two coats exterior quality PVA
emulsion paint**

3	On fascias and barge boards	m2	93	
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ON PLASTER BOARD

**One coat primer, one coat universal undercoat and two
coats super acrylic PVA paint**

4	On ceilings.	m2	1 302	
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ON METAL

**Apply one coat Plascon Metal Primer, one coat
Plascon Universal Undercoat and two coats Plascon
Eggshell Enamel paint**

5	On door frame .	m2	50	
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ON WOOD

**Prepare and apply three coats polyurethane suede
varnish, lightly sanded between applications**

6	On Timber doors	m2	119	
7	On skirtings, rails, cornices etc not exceeding 300 mm girth	m	442	

ON SCREED

Minimum two coats approved epoxy coat:

8	Apply epoxy paint	m2	1 302	
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Section No. 2
BUILDING WORKS
Bill No. 9
Paintwork

ON METAL

**Apply one coat Plascon Metal Primer, one coat
 Plascon Universal Undercoat and two coats Plascon
 Eggshell Enamel paint**

9	On windows frames	m2	344	
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Carried to Collection

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Section No. 2
 BUILDING WORKS
 Bill No. 9
 Paintwork

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 2

BUILDING WORKS

Bill No. 9

Paintwork

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Section No. 2
BUILDING WORKS
Bill No. 9
Paintwork

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 2

BUILDING WORKS

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5	Metalwork	72	
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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<u>Section No. 3</u>			
	<u>PROVISIONAL SUMS & BUDGETARY ALLOWANCES</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	The following Budgetary Allowances are all NET amounts (exclusive of commission or discount for the Contractor) and are for work to be executed by Nominated/Selected Sub-contractors.			
	Under no circumstances may any Provisional or Budgetary amounts be extended at an amount lower than the amount given in the descriptions.			
	Provisional sums and Budgetary allowances contained herein may be omitted or reduced at the Employer's discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omission of any discount, or percentage relating to Provisional amounts and Budgetary sums or any loss of profit related.			
	<u>COMMUNITY LIASION OFFICER</u>			
1	Provide the amount of R 50 000.00 (Fifty Thousand) for the appointment of a Community Liaison Officer for the duration of the project (R10 000 per month)	Item		
	<u>Temporary Classrooms, etc</u>			
2	Provide the sum of R 200 000.00 (Two Hundred Thousand Rand) for supply, delivery, installation and removal of temporary classrooms by Specialists	Item		200 000.00
3	Allow for giving every facility to Specialists as described	Item		
4	Allow for profit on above if required	Item		
	Carried Forward to Summary of Section No. 3		R	
	Section No. 3 PROVISIONAL SUMS AND BUDGETARY ALLOWANCE Bill No. 1 PROVISIONAL SUMS AND BUDGETARY ALLOWANCE			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Item No		Quantity	Rate	Amount
	<u>Section No. 3</u>			
	<u>OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS</u>			
1	Preparation of the Contractor's site specific Health and Safety Plan & Risk Assessment		SUM	
	<u>Provision of Personal Protective Equipment (PPE)</u>			
	<u>Note: Tenderer to provide quantity for full component of staff for contract period</u>			
2	Reflective vests with visible marking of contractor's name and proof of induction	Item		
3	Hard hats	Item		
4	Protective foot wear	Item		
5	Earplugs	Item		
6	Dust masks	Item		
7	Gloves	Item		
8	Ear Defenders SABS approved	Item		
9	Overalls	Item		
10	Fall arrest and prevention equipment.	Item		
11	Safety Goggles / eye protection	Item		
12	Provision of a Full time Candidate Construction Health and Safety Officer (SACPCMP Registered) - to also fullfill the role of Hygiene Compliance Officer	month	5	
13	Cost of medical certificates and medical surveillance per employee Note: Tenderer to provide quantity for full component of staff for contract period	No		
	Carried to Collection			R
	Section No. 3 PROVISIONAL SUMS AND BUDGETARY ALLOWANCE Bill No. 2 OHS BILL			

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

14	Initial (baseline) medical examinations	Item	
15	Exit examinations	Item	
16	Provision of First Aid Boxes to GSR requirements	Item	
17	Level 2 First Aider	month	5
18	Awareness Signage		SUM
19	Provide Orange Safety Net for barricading		SUM
20	Allow for hoarding material		SUM
21	Fire and emergency prevention signage,extinguishers		SUM
	<u>Adhoc: Any OHS related requirements not listed above</u>		
22	Training for 1 She representative		SUM
23	Waste bins	Item	
24	Under cover eating area	Item	
25	Hoarding material (Firm hoarding will be required to separate school personnel from construction activities).	Item	
26	Signage to be provided	Item	
27	Barricading material in a form of Orange Safety Net, Danger tape will not be allowed.	Item	
28	Provisional Sum for Asbestos containing material to be removed and disposed at registered disposal site.	Item	
29	Close out H&S File (hard copy and scanned electronic copy in a USB) to CHSA.		SUM
	Carried to Collection		R
	Section No. 3 PROVISIONAL SUMS AND BUDGETARY ALLOWANCE Bill No. 2 OHS BILL		

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 3

PROVISIONAL SUMS AND BUDGETARY ALLOWANCE

Bill No. 2

OHS BILL

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Section No. 3

PROVISIONAL SUMS AND BUDGETARY ALLOWANCE

Bill No. 2

OHS BILL

**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

Section No. 3

PROVISIONAL SUMS AND BUDGETARY ALLOWANCE

SECTION SUMMARY - PROVISIONAL SUMS AND BUDGETARY ALLOWANCE

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**MBALENHLE SECONDARY SCHOOL
CONDITIONED BASED MAINTENANCE CLUSTER 3.1B
FOR INDEPENDENT DEVELOPMENT TRUST**

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3	PROVISIONAL SUMS AND BUDGETARY ALLOWANCE	90	
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	<u>Add:</u> Value Added Tax at 15%		R
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