| Item<br>No |   | Quantity | Rate | Amount |  |
|------------|---|----------|------|--------|--|
|            | BILL No.1   |          |      |        |  |
|            | <u>PRELIMINARIES</u>  |          |      |        |  |
|            | 1. The Principal Building Agreement shall be the JBCC Series Edition 4.1, March 2005 as recommended by the Joint Building Contract Committee and as amended by this Tender Enquiry.   |          |      |        |  |
|            | 2. The Preliminaries shall be JBCC Series 2000, May 2005 for use with the Principal Building Agreement as recommended by the Joint Building Contracts Committee and as amended by this Tender Enquiry shall be deemed to be incorporated herein.  |          |      |        |  |
|            | 3. Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only.  |          |      |        |  |
|            | 4. Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or additions as are necessary, are given as far as possible under each relevant clause heading. Additional Preliminary clauses are contained in Section C hereof.   |          |      |        |  |
|            | 5. No claim whatsoever shall be entertained in respect of errors or omissions in pricing due to brevity of descriptions of items which are fully described when read in conjunction with the relevant clauses of the said Principal Building Agreement, Preliminaries and Preambles.  |          |      |        |  |
|            | 6. The Tenderers shall allow opposite each of the clauses whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out herein. Only priced items will be considered in respect of any adjustment of this Section. Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the Tenderer's omission to price any item will be entertained. |          |      |        |  |
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| 7. Where modifications or amendments as described are made, such modifications and/or amendments shall supercede any conflicting provisions in the relevant clauses of the Standard Preliminaries or the Principal Building Agreement and the Tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.   |   |          |
|---|---|----------|
| 8. Where any item is not relevant to this specific contract, such item is marked N/A.   |   |          |
| 9. If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries, each item priced is to be allocated to one or more of the three categories by insertion of "F","V","T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value, and "T" denotes an amount proportionate to time. |   |          |
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|   | SECTION A: PRINCIPAL BUILDING AGREEMENT  |      |   |   |
|---|--|------|---|---|
|   | DEFINITIONS  |      |   |   |
|   | Definitions and interpretation (Clause 1).   |      |   |   |
| 1 | F: V: T:   | Item |   |   |
|   | OBJECTIVE AND PREPARATION  |      |   |   |
|   | Offer, acceptance and performance (Clause 2).  |      |   |   |
| 2 | F: V: T:   | Item |   |   |
|   | Documents (Clause 3).  |      |   |   |
|   | Clause 3.1 is deleted and substituted with: 'This tender is for a Government Contract. No Payment Guarantee will be provided.'   |      |   |   |
|   | Clause 3.3 is deleted and substituted with:  |      |   |   |
|   | The principal agent shall complete the schedule and arrange for formal signing of the agreement once the priced bill of quantities/lump sum document, security, insurances and waiver of lien, where acceptable, have been provided and effected'. |      |   |   |
| 3 | F: V: T:   | Item |   |   |
|   | Design responsibility (Clause 4).  |      |   |   |
| 4 | F: V: T:   | Item |   |   |
|   | Employer's agents (Clause 5).  |      |   |   |
| 5 | F: V: T:   | Item |   |   |
|   | Site representative (Clause 6).  |      |   |   |
| 6 | F: V: T:   | Item |   |   |
|   | Compliance with regulations (Clause 7).  |      |   |   |
| 7 | F: V: T:   | Item |   |   |
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|    | Works risk (Clause 8)   |      |   |  |
|----|---|------|---|--|
| 8  | F: V: T:  | Item |   |  |
|    | Indemnities (Clause 9).   |      |   |  |
|    | Clause 9.1.1 is deleted and substituted with:   |      |   |  |
|    | Claims from other parties consequent upon death of bodily injury or illness of any person or physical loss or damage to any property, other than the works, arising out or due to the execution of the works or occupation of the site by the contractor or his sub contractors'. |      |   |  |
| 9  | F: V: T:  | Item |   |  |
|    | Works insurances (Clause 10).   |      |   |  |
| 10 | F: V: T:  | Item |   |  |
|    | Liability insurances (Clause 11).   |      |   |  |
| 11 | F: V: T:  | Item |   |  |
|    | Effecting insurances (Clause 12).   |      |   |  |
| 12 | F: V: T:  | Item |   |  |
|    | State Provisions (Clause 13).   |      |   |  |
| 13 | F: V: T:  | Item |   |  |
|    | Security (Clause 14).   |      |   |  |
| 14 | F: V: T:  | Item |   |  |
|    | EXECUTION   |      |   |  |
|    | Preparation for and execution of the works (Clause 15).   |      |   |  |
| 15 | F: V: T:  | Item |   |  |
|    | Access to the works (Clause 16).  |      |   |  |
| 16 | F: V: T:  | Item |   |  |
|    |   |      |   |  |
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|    | Contract instructions (Clause 17).  |      |   |          |
|----|---|------|---|----------|
| 17 | F: V: T:  | Item |   |          |
|    | Setting out of the works (Clause 18.3).   |      |   |          |
|    | The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc., exist in order that the necessary arrangements may be made for the rectification of any such encroachments. Should incorrect information be given to the contractor in terms of 18.1 and 18.2, which causes the incorrect setting out of the works, the contractor shall not be liable for such incorrect setting out. |      |   |          |
| 18 | F: V: T:  | Item |   |          |
|    | Assignment (Clause 19).   |      |   |          |
| 19 | F: V: T:  | Item |   |          |
|    | Nominated subcontractors (Clause 20).   |      |   |          |
| 20 | F: V: T:  | Item |   |          |
|    | Selected subcontractors (Clause 21).  |      |   |          |
| 21 | F: V: T:  | Item |   |          |
|    | Employer's Direct contractors (Clause 22).  |      |   |          |
| 22 | F: V: T:  | Item |   |          |
|    | Contractor's Domestic subcontractors (Clause 23).   |      |   |          |
| 23 | F: V: T:  | Item |   |          |
|    | COMPLETION  |      |   |          |
|    | Practical completion (Clause 24).   |      |   |          |
| 24 | F: V: T:  | Item |   |          |
|    | Works completion (Clause 25).   |      |   |          |
| 25 | F: V: T:  | Item |   |          |
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|    | Final completion (Clause 26).   |      |   |  |
|----|---|------|---|--|
|    | Latent defects liability period (Clause 27).  |      |   |  |
|    | Clause 27.0 is amended by the addition of the following clauses:  |      |   |  |
|    | "27.3 Any water leakage into the building, whether in the roof, external wall or other element of the building susceptible to water leakage shall, unless proven to be a design defect, or as a result of obvious storm damage, be classified as a latent defect in terms of clause 1.0 Definitions and Interpretations".             |      |   |  |
|    | "27.4 The Contractor shall attend to defects during the Defects Liability Period on a progressive basis, to the satisfaction of the Principal Agent and will not be permitted to wait until the end of the Defect Liability Period or until the amount of defects accummulates in order to attend to a comprehensive list of defects" |      |   |  |
| 26 | F: V: T:  | Item |   |  |
|    | Sectional completion (Clause 28).   |      |   |  |
| 27 | F: V: T:  | Item |   |  |
|    | Revision of date for practical completion (Clause 29).  |      |   |  |
| 28 | F: V: T:  | Item |   |  |
|    | Penalty for non-completion (Clause 30).   |      |   |  |
| 29 | F: V: T:  | Item |   |  |
|    | PAYMENT   |      |   |  |
|    | Interim payment to the contractor (Clause 31).  |      |   |  |
|    | The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.3 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved guarantee issued by a registered commercial bank.          |      |   |  |
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|    | Where prices are submitted by the contractor or nominated/selected sub contractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing. |      |   |  |
|----|--|------|---|--|
|    | Adjustment to the contract value (Clause 32).  |      |   |  |
| 30 | F: V: T:   | Item |   |  |
|    | Recovery of expense and loss (Clause 33).  |      |   |  |
| 31 | F: V: T:   | Item |   |  |
|    | Final account and final payment (Clause 34).   |      |   |  |
| 32 | F: V: T:   | Item |   |  |
|    | Payment to other parties (Clause 35).  |      |   |  |
| 33 | F: V: T:   | Item |   |  |
|    | CANCELLATION   |      |   |  |
|    | Cancellation by Employer - Contractor's default (Clause 36).   |      |   |  |
| 34 | F: V: T:   | Item |   |  |
|    | Cancellation by Employer - Loss and damage (Clause 37).  |      |   |  |
| 35 | F: V: T:   | Item |   |  |
|    | Cancellation by Contractor - Employer's default (Clause 38).   |      |   |  |
| 36 | F: V: T:   | Item |   |  |
|    | Cancellation - Cessation of the works (Clause 39).   |      |   |  |
| 37 | F: V: T:   | Item |   |  |
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|    | DISPUTE  |      |   |    |   |
|----|--|------|---|----|---|
|    | Dispute Settlement (Clause 40)                             |      |   |    |   |
| 38 | F: V: T:   | Item |   |    |   |
|    | SUBSTITUTE PROVISIONS                                      |      |   |    |   |
|    | State Clauses (Clause 41)                                  |      |   |    |   |
| 39 | F: V: T:   | Item |   |    |   |
|    | CONTRACT VARIABLES   |      |   |    |   |
|    | The Schedule: Pre-Tender information (Clause 42).          |      |   |    |   |
| 40 | F: V: T:   | Item |   |    |   |
|    | CONTRACTING AND OTHER PARTIES (Clause 42.1)                |      |   |    |   |
|    | Employer: The Mvula Trust                                  |      |   |    |   |
|    | Postal Address: 67 Devereux Avenue, Vincent, East London   |      |   |    |   |
|    | Telephone: 043 726 2255                                    |      |   |    |   |
|    | Facsimile: 043 726 5967                                    |      |   |    |   |
|    | Physical address: 67 Devereux Avenue, Vincent, East London |      |   |    |   |
|    | Principal Agent: The Mvula Trust                           |      |   |    |   |
|    | Postal Address: 67 Devereux Avenue, Vincent, East London   |      |   |    |   |
|    | Telephone: 043 726 2255                                    |      |   |    |   |
|    | Facsimile: 043 726 5967                                    |      |   |    |   |
|    | Physical address: 67 Devereux Avenue, Vincent, East London |      |   |    |   |
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|    |  |      |   |    |   |
|    | Carried to Collection                                      |      | R |    |   |
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| CONTRACT DETAILS (Clause 42.2)  |   |  |
|---|---|--|
| Clause 42.2.1   |   |  |
| Works Description: Minor works for completion of ablution facilities.   |   |  |
| Clause 42.2.2   |   |  |
| Site Description: The site is the existing school.  |   |  |
| Clause 42.2.3   |   |  |
| Work or Installations by Others: NIL  |   |  |
| Clause 42.2.4   |   |  |
| This Agreement is for a State Contract :- Yes   |   |  |
| Payment will be made for materials and goods:- Yes  |   |  |
| Dispute resolution :- Mediation (in terms of clause 40) followed by litigation.                               |   |  |
| Arbitration rules as recommended by the Association of Arbitrators (SA) :- N/A                                |   |  |
| Clause 42.2.5   |   |  |
| Date on which possession of the site is intended to be given on :-  |   |  |
| To be advised.  |   |  |
| Clause 42.2.6   |   |  |
| Period for the commencement of the works after the contractor takes possession of the site :- 5 Working days. |   |  |
| Completion in Sections are required : NO  |   |  |
| Clause 42.2.7   |   |  |
| Intended date of practical completion and the penalty per calendar day for the works as a whole :-            |   |  |
| Practical Completion date to be advised.  |   |  |
|   |   |  |
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| Penalty amount will be R 2000 per calendar day to a maximum of 10 % of Contract Value.  |   |  |
|---|---|--|
| Clause 42.2.8   |   |  |
| Intended dates of practical completion and the penalties per calendar day for the works in sections :   |   |  |
| N/A   |   |  |
| Clause 42.2.9   |   |  |
| The law applicable to this agreement shall be that of - Republic of South Africa.   |   |  |
| INSURANCES (Clause 42.3)  |   |  |
| Clause 42.3.1   |   |  |
| Contract works insurance to be effected by Contractor for the sum of: Contract Sum plus 10%   |   |  |
| With a deductible of : Not exceeding 5% of each and every claim.  |   |  |
| Clause 42.3.2   |   |  |
| Supplementary insurance is required : Yes   |   |  |
| SASRIA insurance required to be effected by the Contractor for the amount of: Contract Sum plus 20% (with a deductible to be determined by the Insurance company issuing the policy). |   |  |
| Clause 42.3.3   |   |  |
| Public liability insurance to be effected by Contractor   |   |  |
| For the amount of: R 5million   |   |  |
| With a deductible of: Not exceeding 5% of each and every claim.   |   |  |
| DOCUMENTS (Clause 42.4)   |   |  |
| Clause 42.4.1   |   |  |
| Waiver of the contractor's lien is required :- YES  |   |  |
|   |   |  |
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|    | Clause 42.4.2   |      |   |   |
|----|---|------|---|---|
|    | Number of construction document copies to be supplied to the Contractor free of charge :- 1   |      |   |   |
|    | Clause 42.4.3   |      |   |   |
|    | Bills of Quantities drawn up in accordance with :-  |      |   |   |
|    | Standard System of Measuring Building Work - Seventh Edition including all amendments   |      |   |   |
|    | Clause 42.4.4   |      |   |   |
|    | Number of days for submission of priced documents : 5 working days from the Letter of Appointment.  |      |   |   |
|    | Clause 42.4.5   |      |   |   |
|    | JBCC Engineering General Conditions are to be included in the documents :- No   |      |   |   |
|    | Clause 42.4.6   |      |   |   |
|    | The contract value is to be adjusted using CPAP:- NO  |      |   |   |
|    | SECTION B: PRELIMINARIES  |      |   |   |
|    | DEFINITIONS AND INTERPRETATION (B1)   |      |   |   |
|    | Definitions and Interpretation (B1)   |      |   |   |
| 41 | F: V: T:  | Item |   |   |
|    | DOCUMENTS (B2)  |      |   |   |
|    | Checking of documents (B2.1)  |      |   |   |
|    | Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc. |      |   |   |
| 42 | F: V: T:  | Item |   |   |
|    |   |      |   |   |
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|    | Provisional Bills of Quantities (B2.2) YES   |      |   |   |
|----|--|------|---|---|
|    | Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, etc., contained herein may be omitted or reduced at the Principal Agent's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reduction or omission of any discount, or percentage relating to Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, Provisional Quantities, etc., or loss of profit related thereto. |      |   |   |
| 43 | F: V: T:   | Item |   |   |
|    | Availability of construction documentation (B2.3)  |      |   |   |
| 44 | F: V: T:   | Item |   |   |
|    | Interests of Agents (B2.4)   |      |   |   |
| 45 | F: V: T:   | Item |   |   |
|    | Priced documents (B2.5)  |      |   |   |
| 46 | F: V: T:   | Item |   |   |
|    | Tender submission (B2.6)   |      |   |   |
|    | Notwithstanding anything contained in this clause,<br>Tenders shall be valid for a period of 20 (Twenty) weeks<br>from the closing date of tenders.  |      |   |   |
| 47 | F: V: T:   | Item |   |   |
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|    | THE SITE (B3)   |      |   |  |
|----|---|------|---|--|
|    | Defined works area (B3.1)   |      |   |  |
|    | The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site. |      |   |  |
|    | Workmen employed on the site are to be restricted to the immediate area of the site and access thereto.   |      |   |  |
|    | The Tenderer shall make all necessary provision in all rates to take into account these requirements as no claims for extras arising from these matters will be subsequently entertained or admitted.         |      |   |  |
| 48 | F: V: T:  | Item |   |  |
|    | Geotechnical investigation (B3.2)   |      |   |  |
|    | A desktop geotechnical report is available upon request.  |      |   |  |
| 49 | F: V: T:  | Item |   |  |
|    | Inspection of the Site (B3.3)   |      |   |  |
| 50 | F: V: T:  | Item |   |  |
|    | Existing premises occupied (B3.4)   |      |   |  |
| 51 | F: V: T:  | Item |   |  |
|    | Previous work - dimensional accuracy (B3.5)   |      |   |  |
| 52 | F: V: T:  | Item |   |  |
|    | Previous work - defects (B3.6)  |      |   |  |
| 53 | F: V: T:  | Item |   |  |
|    | Services - known (B3.7)   |      |   |  |
| 54 | F: V: T:  | Item |   |  |
|    | Services - unknown (B3.8)   |      |   |  |
| 55 | F: V: T:  | Item |   |  |
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|    | Carried to Collection Bill No. 1  |      | R |  |
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|    | Protection of trees (B3.9)                 |      |   |  |
|----|--|------|---|--|
| 56 | F: V: T:                                   | Item |   |  |
|    | Articles of value (B3.10)                  |      |   |  |
| 57 | F: V: T:                                   | Item |   |  |
|    | Inspection of adjoining properties (B3.11) |      |   |  |
| 58 | F: V: T:                                   | Item |   |  |
|    | MANAGEMENT OF CONTRACT (B4)                |      |   |  |
|    | Management of the Works (B4.1)             |      |   |  |
| 59 | F: V: T:                                   | Item |   |  |
|    | Programme for the Works (B4.2)             |      |   |  |
| 60 | F: V: T:                                   | Item |   |  |
|    | Progress meetings (B4.3)                   |      |   |  |
| 61 | F: V: T:                                   | Item |   |  |
|    | Technical meetings (B4.4)                  |      |   |  |
| 62 | F: V: T:                                   | Item |   |  |
|    | SAMPLES AND SHOP DRAWINGS (B5)             |      |   |  |
|    | Samples of materials (B5.1)                |      |   |  |
| 63 | F: V: T:                                   | Item |   |  |
|    | Workmanship samples (B5.2)                 |      |   |  |
| 64 | F: V: T:                                   | Item |   |  |
|    | Shop drawings (B5.3)                       |      |   |  |
| 65 | F: V: T:                                   | Item |   |  |
|    |  |      |   |  |
|    |  |      |   |  |
|    |  |      |   |  |
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|    | Carried to Collection Bill No. 1           |      | R |  |
|    | BILL NO. 1 - PRELIMINARIES                 |      |   |  |
|    |  |      |   |  |

|    | TEMPORARY WORKS AND PLANT (B6)  |      |   |  |
|----|---|------|---|--|
|    | Deposits and fees (B6.1)  |      |   |  |
| 66 | F: V: T:  | Item |   |  |
|    | Enclosure of the works (B6.2)   |      |   |  |
|    | The contractor shall erect, maintain and remove at completion, hoardings, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others. |      |   |  |
| 67 | F: V: T:  | Item |   |  |
|    | Advertising (B6.3)  |      |   |  |
| 68 | F: V: T:  | Item |   |  |
|    | Plant and equipment (B6.4)  |      |   |  |
| 69 | F: V: T:  | Item |   |  |
|    | Main notice board (B6.5)  |      |   |  |
|    | Notice board shall be provided by the Contractor (N/A)  |      |   |  |
| 70 | F: V: T:  | Item |   |  |
|    | Subcontractors notice board (B6.6) (N/A)  |      |   |  |
| 71 | F: V: T:  | Item |   |  |
|    | TEMPORARY SERVICES (B7)   |      |   |  |
|    | Location (B7.1)   |      |   |  |
| 72 | F: V: T:  | Item |   |  |
|    | Water (B7.2)  |      |   |  |
|    | The contractor shall provide water for the works in accordance with:  |      |   |  |
|    | Alternative A (i.e. to be provided for by the Contractor).  |      |   |  |
| 73 | F: V: T:  | Item |   |  |
|    | Carried to Collection   |      | R |  |
|    | Bill No. 1 BILL NO. 1 - PRELIMINARIES   |      | X |  |

|    | Electricity (B7.3)  |      |   |   |
|----|---|------|---|---|
|    | The contractor shall provide electricity for the works in accordance with:              |      |   |   |
|    | Alternative A (i.e. to be provided for by the Contractor).                              |      |   |   |
| 74 | F: V: T:  | Item |   |   |
|    | Telecommunication equipment (B7.4)  |      |   |   |
|    | The contractor shall provide telephones on site for the works in accordance with:       |      |   |   |
|    | Alternative A (i.e. to be provided for by the Contractor).                              |      |   |   |
| 75 | F: V: T:  | Item |   |   |
|    | Ablution facilities (B7.5)  |      |   |   |
|    | The contractor shall provide toilet facilties on site for the works in accordance with: |      |   |   |
|    | Alternative A (i.e. to be provided for by the Contractor).                              |      |   |   |
| 76 | F: V: T:  | Item |   |   |
|    | PRIME COST AMOUNTS (B8)   |      |   |   |
|    | Responsibility for prime cost amounts (B8.1)  |      |   |   |
| 77 | F: V: T:  | Item |   |   |
|    | ATTENDANCE ON N/S SUBCONTRACTORS (B9)   |      |   |   |
|    | General Attendance (B9.1)   |      |   |   |
| 78 | F: V: T:  | Item |   |   |
|    | Special Attendance (B9.2)   |      |   |   |
| 79 | F: V: T:  | Item |   |   |
|    | Commissioning - fuel, water and power (B9.3)  |      |   |   |
| 80 | F: V: T:  | Item |   |   |
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|    | FINANCIAL ASPECTS (B10)   |      |   |   |
|----|---|------|---|---|
|    | Statutory taxes, duties and levies (B10.1)  |      |   |   |
|    | Provision is made in the Final Summary of these Bills of Quantities for the inclusion of Value Added Tax (VAT). |      |   |   |
| 81 | F: V: T:  | Item |   |   |
|    | Payment of Preliminaries (B10.2)  |      |   |   |
| 82 | F: V: T:  | Item |   |   |
|    | Adjustment of Preliminaries (B10.3)   |      |   |   |
| 83 | F: V: T:  | Item |   |   |
|    | Payment certificate cash flow (B10.4)   |      |   |   |
| 84 | F: V: T:  | Item |   |   |
|    | Contractor information supply (B10.5)   |      |   |   |
| 85 | F: V: T:  | Item |   |   |
|    | GENERAL (B11)   |      |   |   |
|    | Protection of the Works (B11.1)   |      |   |   |
| 86 | F: V: T:  | Item |   |   |
|    | Protection/isolation of existing/sectionally occupied works (B11.2)   |      |   |   |
| 87 | F: V: T:  | Item |   |   |
|    | Site security (B11.3)   |      |   |   |
| 88 | F: V: T:  | Item |   |   |
|    | Notice before covering work (B11.4)   |      |   |   |
| 89 | F: V: T:  | Item |   |   |
|    | Disturbance (B11.5)   |      |   |   |
| 90 | F: V: T:  | Item |   |   |
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|    | Works cleaning and clearing (B11.6)      |      |   |   |
|----|--|------|---|---|
| 91 | F: V: T:                                 | Item |   |   |
|    | Vermin (B11.7)                           |      |   |   |
| 92 | F: V: T:                                 | Item |   |   |
|    | Overhand work (B11.8)                    |      |   |   |
| 93 | F: V: T:                                 | Item |   |   |
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|    | SECTION C: SPECIFIC PRELIMINARIES  |      |   |  |
|----|--|------|---|--|
|    | Section C: Specific Preliminaries:   |      |   |  |
|    | C1. Proprietary branded products   |      |   |  |
|    | The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.   |      |   |  |
| 94 | F: V: T:   | Item |   |  |
|    | C2. Trade Names, etc.  |      |   |  |
|    | All materials, fittings, finishings, etc., specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Architect's approval in writing must be obtained for the use of any alternative to the specification before the submission of tenders otherwise the specified materials, fittings, finishings, etc., will be assumed to have been allowed for in the tender.   |      |   |  |
|    | The Contractor must take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.  |      |   |  |
| 95 | F: V: T:   | Item |   |  |
|    | C3. Contractors responsibility   |      |   |  |
|    | The Employer, the Principal Agent and the other professional consultants shall not be responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other Certificate, has been approved. |      |   |  |
| 96 | F: V: T:   | Item |   |  |
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|    | Carried to Collection  |      | R |  |
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|    | C4. Overtime  |      |   |  |
|----|---|------|---|--|
|    | Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. |      |   |  |
| 97 | F: V: T:  | Item |   |  |
|    | C5. As built drawings   |      |   |  |
|    | The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.  |      |   |  |
|    | Three full sets of as-built drawings shall be submitted to the Principal Agent no later than fourteen days after practical completion.  |      |   |  |
| 98 | F: V: T:  | Item |   |  |
|    | C6. Construction Instructions   |      |   |  |
|    | Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor. The Contractor shall supply and have available at the site of the works at all times, the following site books:                             |      |   |  |
|    | a) Construction Instruction Book:   |      |   |  |
|    | Receiving and recording instructions in a suitable A4 size triplicate book kept on site. Instructions issued shall be recorded by the Architect or other Employer's Agents to whom the Architect has delegated authority to in the book.  |      |   |  |
|    | Only instructions issued in such book shall be recognised.  |      |   |  |
|    | b) Daily Record Book:   |      |   |  |
|    |   |      |   |  |
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|     | The Contractor shall record in triplicate in a suitable A4 size triplicate book kept at the site, a daily record of work done, all site visits by the Principal Agent and other professional personnel and all events affecting the Works, such as progress, issue of plans, breakdown of machinery, etc. The labour, plant and material on site shall be recorded as well as work performed. Entries must be made by the Contractor and must be signed and forwarded to the Principal Agent for his countersignature on a daily basis. Copies of these records shall be for the Architect, Quantity Surveyor and Contractor. |      |   |  |   |
|-----|---|------|---|--|---|
| 99  | F: V: T:  | Item |   |  | 1 |
|     | C7. Labour record   |      |   |  | ı |
|     | At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.  |      |   |  |   |
| 100 | F: V: T:  | Item |   |  | ] |
|     | C8. Plant record  |      |   |  | ı |
|     | At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.   |      |   |  |   |
| 101 | F: V: T:  | Item |   |  | Ì |
|     | C9. Encroachment  |      |   |  | ı |
|     | During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties, buildings, etc., or servitudes and the cost of any remedial measures as required by the Principal Agent shall be borne by the Contractor.   |      |   |  |   |
| 102 | F: V: T:  | Item |   |  | ı |
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|     | C10. Method Statement   |      |   |   |  |
|     | The Tenderer shall produce, when required to do so by the Principal Agent, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the Works. Any approval given or observation made by the Principal Agent shall not relieve the Contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the Works. |      |   |   |  |
| 103 | F: V: T:  | Item |   |   |  |
|     | C11. Unauthorised Persons/Workmen on Premises   |      |   |   |  |
|     | The Contractor shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.  |      |   |   |  |
|     | No workmen or labourers (except security guards) are to be allowed under any circumstances to sleep or deposit any kit on the premises. The Contractor must provide any necessary independent shelter or shed required for any labour or watchmen on site, to the approval of the Employer.   |      |   |   |  |
| 104 | F: V: T:  | Item |   |   |  |
|     | C12. Mode of Procedure  |      |   |   |  |
|     | Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited.  |      |   |   |  |
|     | Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Contract Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the Principal Agent and to the Contractor's cost.   |      |   |   |  |
| 105 | F: V: T:  | Item |   |   |  |
|     | Carried to Collection   |      | R |   |  |
|     | Bill No. 1<br>BILL NO. 1 - PRELIMINARIES  |      |   |   |  |
|     | DILL NO. 1-1 INCLIMINANIES  |      |   |   |  |

|     | C13. Location of Temporary Buildings and Temporary Services   |      |   |  |
|-----|---|------|---|--|
|     | The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding and services, hoardings, dust screens, tunnelling, etc., required for his own and sub-contractors use during the construction and maintenance period.  |      |   |  |
|     | There is no guarantee given or implied that Site conditions will be such that the Contractor will be able to erect such temporary works, roads, hardhats, offices, stores and temporary accommodation within the site boundaries and it shall be the Contractor's responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith. |      |   |  |
| 106 | F: V: T:  | Item |   |  |
|     | C14. Office accommodation   |      |   |  |
|     | The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]   |      |   |  |
| 107 | F: V: T:  | Item |   |  |
|     | C15. Storage Facilities   |      |   |  |
| 108 | The Contractor shall provide a Container for storage of materials.  | Item |   |  |
| 109 | F: V: T:  | Item |   |  |
|     | C16. Removal and Making Good of Temporary Works, etc, on Completion   |      |   |  |
|     | The Contractor shall remove (except where specifically stated otherwise) all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Principal Agent any damage resulting therefrom.   |      |   |  |
| 110 | F: V: T:  | Item |   |  |
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| Item<br>No |   | Quantity | Rate | Amount |
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|            | BILL No. 2  |          |      |        |
|            | HEALTH AND SAFETY   |          |      |        |
|            | MODEL PREAMBLES   |          |      |        |
|            | The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.   |          |      |        |
|            | SUPPLEMENTARY PREAMBLES   |          |      |        |
|            | Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles.  The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.  Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications.  The items in this Bill do not contain quantities hence the Contractor must insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety |          |      |        |
|            | Specifications.  The costs included herein must incorporate Community Liaison Officer (CLO).  |          |      |        |
|            |   |          |      |        |
|            | Carried to Collection   |          | R    |        |
|            | Bill No. 2<br>BILL NO. 2 - HEALTH AND SAFETY  |          |      |        |

|    | OCCUPATIONAL HEALTH AND SAFETY   |    |      |   |
|----|--|----|------|---|
|    | General:   |    |      |   |
| 1  | Preparation of Contractor's site specific Health and Safety Plan.  |    | Item |   |
| 2  | Submission of the Health and Safety File.  |    | Item |   |
| 3  | Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations.   |    | Item |   |
| 4  | Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations for the entire construction period.   |    | Item |   |
| 5  | Provision of full time Health and Safety Officer for the entire construction period.   |    | Item |   |
| 6  | Induction training of personnel.   | No |      |   |
| 7  | Provision of first aid boxes.  | No |      |   |
| 8  | Rental of temporary plastic ablutions approximate size $1.2 \times 1.2 \times 2.3 \text{m}$ high for the sole use by the school, for 2 months inclusive of servicing on a regular basis. Ablutions are to be kept clean and in operation for the duration. | No |      |   |
| 9  | Transportation and establishment on site and deestablishment on completion temporary ablutions approximate size 1,2 x 1,2 x 2,3m high.   | No |      |   |
| 10 | SANS approved weld mesh type temporary barrier fencing 1,8m high covered with a net fixed to and including 100mm diameter gum poles set securely min 300mm deep in ground at max 3m spacing including excavation, backfilling, etc                         | m  |      |   |
| 11 | Extra over mesh fence for double leaf gate size 5.5 x 1,8m high.   | No |      |   |
|    | Provision for Personal Protective Equipment and Protective Clothing:   |    |      |   |
| 12 | Reflective vests.  | No |      |   |
| 13 | Hard hats.   | No |      |   |
|    | Carried to Collection  |    |      | F |
|    | Bill No. 2<br>BILL NO. 2 - HEALTH AND SAFETY   |    |      | ' |

| 14 | Protective foot wear.  | No |      |   |  |
|----|--|----|------|---|--|
| 15 | Ear Plugs.   | No |      |   |  |
| 16 | Dust Masks.  | No |      |   |  |
|    | Costs of Medical Certificates and Medical Surveillance:  |    |      |   |  |
| 17 | Initial (baseline) medical examinations.   | No |      |   |  |
| 18 | Exit Examinations.   | No |      |   |  |
|    | Noise Monitoring:  |    |      |   |  |
| 19 | Establishment of noise zones.  | No |      |   |  |
| 20 | Audiograms.  | No |      |   |  |
|    | C16. Covid-19 Compliance Measures  |    |      |   |  |
| 21 | The Contractor is required to price for Covid 19 compliance and the pricing thereof shall be deemed to include all the mandatory requirements. |    | Item |   |  |
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|    | Bill No. 2 BILL NO. 2 - HEALTH AND SAFETY  |    |      |   |  |
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| ВВВ | Carried to Summary<br>ill No. 2<br>ILL NO. 2 - HEALTH AND SAFETY |                              | R |        |  |

| Item<br>No |  | Quantity | Rate | Amount |
|------------|--|----------|------|--------|
|            | BILL No. 3   |          |      |        |
|            | COMPLETION WORKS   |          |      |        |
|            | DEMOLITIONS  |          |      |        |
|            | Brickwork  |          |      |        |
| 1          | Demolish and cart away face brick skin of one brick wall.  | 24       |      |        |
| 2          | Demolish and cart away face brickwork in patches. m2   | 24       |      |        |
| 3          | Break or cut out damaged individual face brick from surrounding brickwork.   | 48       |      |        |
|            | <u>Metalwork</u>   |          |      |        |
| 4          | Take down and cart away metal double gate, size 5500 x 1800mm high.  | 1        |      |        |
|            | Plastering   |          |      |        |
| 5          | Demolish and cart away 40mm thick cement screed. m2  | 80       |      |        |
|            | BRICKWORK  |          |      |        |
|            | Preparatory work   |          |      |        |
| 6          | Mechanically grind dried mortar from face brickwork, wash with water and leave clean on completion. m2   | 486      |      |        |
|            | "Rustgold FBS/Qunu Travertine" facebricks bedded and jointed in Class II cement mortar and pointed with recessed vertical and horizontal joints. |          |      |        |
| 7          | Half brick face brick wall built into/onto existing brickwork. m2  | 24       |      |        |
| 8          | Half brick face brick wall built into/onto existing brickwork in patches. m2   | 24       |      |        |
| 9          | Replace broken brick in existing face brick wall with matching brick bedded, jointed and pointed in cement mortar to match existing.             | 48       |      |        |
|            |  |          |      |        |
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|    | Reinforcement to brickwork   |    |     |    |   |
| 10 | Galvanised brick reinforcement 75mm wide built horizontally into brickwork.  | m  | 192 |    |   |
|    | <u>METALWORK</u>   |    |     |    |   |
|    | Posts for 1800mm high security fence:  |    |     |    |   |
| 11 | 150mm Diameter galvanised steel gate post 2400mm long fitted with a pressed steel mushroom cap one end and 150 x 150 x 5 mm baseplate at bottom including embedding 600mm deep in and including 350 x 350 x 700 mm mass concrete (15 MPa) base.  | No | 2   |    |   |
| 12 | 50mm Diameter raking stay 1200mm long with top end flattened and bolted through gate post, the other end embedded 400mm deep in and including 250 x 250 x 500 mm mass concrete (15 MPa) base.  | No | 2   |    |   |
|    | Gates:   |    |     |    |   |
| 13 | Security fence double gate in two equal leaves, size overall 5500mm wide x 1800 mm high, each leaf formed of 50 mm diameter nominal bore x 3,25 mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, with two 50 mm diameter nominal bore x 3,25 mm wall thickness security posts each 600 mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 100 x 50 x 2,5 mm weld mesh with four straining wires and with four 2,37 mm four point core diameter single "kampeon" wires with crimped droppers to security posts; including three strands flat wrap razor barbed tape wire, each leaf fitted with three 24 mm diameter x 300 mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500 mm long approved chain spot welded to gate | No | 1   |    |   |
|    | <u>Padlock</u>   |    |     |    |   |
| 14 | 50mm "Viro" or other equal approved brass padlock with steel shackle provided with two keys.   | No | 1   |    |   |
|    |  |    |     |    |   |
|    | Carried to Collection  |    |     | R  |   |
|    | Bill No. 3<br>BILL NO. 3 - COMPLETION WORKS  |    |     |    |   |
|    |  |    | •   | "  |   |

| 1  | PLASTERING  |    |    |   |  |
|----|---|----|----|---|--|
|    | GRANOLITHIC   |    |    |   |  |
|    | Untinted granolithic (30MPa) on concrete  |    |    |   |  |
| 15 | 40mm Thick on floors.   | m2 | 80 |   |  |
|    | STORMWATER DRAINAGE   |    |    |   |  |
|    | Cast in-situ Ref: 395 mesh reinforced concrete (25MPa) open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 2m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar. |    |    |   |  |
| 16 | 700 x 80mm thick V' channel 150mm deep in centre laid in position on ground.  | m  | 10 |   |  |
|    |   |    |    |   |  |
|    | Carried to Collection   |    |    | R |  |
|    | Bill No. 3<br>BILL NO. 3 - COMPLETION WORKS   |    |    |   |  |

| Bill No. 3  |                              |   |        |
|---|------------------------------|---|--------|
| BILL NO. 3 - COMPLETION WORKS                               |                              |   |        |
| COLLECTION  |                              |   |        |
| COLLECTION  Total Brought Forward from Page No.             | Page<br>No<br>30<br>31<br>32 |   | Amount |
| Carried to Summary Bill No. 3 BILL NO. 3 - COMPLETION WORKS |                              | R |        |

|            | FINAL SUMMARY   | 1          | ] | 1         |
|------------|---|------------|---|-----------|
| Bill<br>No |   | Page<br>No |   | Amount    |
| 1          | BILL NO. 1 - PRELIMINARIES  | 25         |   |           |
| 2          | BILL NO. 2 - HEALTH AND SAFETY  | 29         |   |           |
| 3          | BILL NO. 3 - COMPLETION WORKS   | 33         |   |           |
|            | Sub Total   |            | R |           |
|            | CONTINGENCIES   |            |   |           |
|            | Allow the Budgetary Provision of R 10 000.00 (Ten Thousand Rand) for construction contingencies of a general nature and for the finalisation of design detailing. This sum, or any portion thereof, shall be expended at the sole discretion of the Principal Agent. Any residual balance remaining subsequent to such expenditure shall be deducted in its entirety from the Contract Sum. | Item       |   | 10 000.00 |
|            | Sub Total   |            | R |           |
|            | Add Value Added Tax at the rate of 15%  |            | R |           |
|            |   |            |   |           |
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|            |   |            |   |           |
|            | Carried to Form of Tender   |            | R |           |
|            |   |            |   |           |
|            |   |            |   |           |
|            | I   | I          | 1 | ı l       |