

Item No	Quantity	Rate	Amount
<u>SECTION NO 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<p>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.</p> <p>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.</p> <p>3. Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only.</p> <p>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.</p> <p>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.</p>			
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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.

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.

SECTION A: PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

- 1 Definitions and interpretation (clause 1)

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

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Objective and Preparation (A2 to A14)

- 2 Offer acceptance and performance (clause 2)

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

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3	<p>Documents (clause 3)</p> <p>F:..... V:..... T:.....</p> <p>.Clause 3.1 is deleted and substituted with: 'This tender is for a Government Contract. No Payment Guarantee will be provided.'</p> <p>Clause 3.3 is deleted and substituted with:</p> <p>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'.</p>	Item		
4	<p>Design responsibility (clause 4)</p> <p>F:..... V:..... T:.....</p>	Item		
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5 Employer's agents (clause 5)

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

The principal agent shall:

- monitor and control progress and scheduling
- monitor all contract conditions, and
- coordinate the efforts of the employer's agents, the contractor and subcontractors

The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part

The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process

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6 Site representative (clause 6)

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

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7 Compliance with regulations (clause 7)

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

Sub-clause 7.3 added:

The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work.

Sub-clause 7.3.1 is added:

Notwithstanding any actions which the employer may take, the contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which the contractor is liable as mandatory. By entering into this agreement it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the contractor in the event the parties fail to execute the aforesaid mandatory agreement."

Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.

The contractor shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines.

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8 Works risk (clause 8)

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

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9	<p>Indemnities (clause 9)</p> <p>F:..... V:..... T:.....</p> <p>Clause 9.1.1 is deleted and substituted with:</p> <p>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'.</p>				
		Item			
10	<p>Works insurances (clause 10)</p> <p>F:..... V:..... T:.....</p>				
		Item			
11	<p>Liability insurances (clause 11)</p> <p>F:..... V:..... T:.....</p>				
		Item			
12	<p>Effecting insurance (clause 12)</p> <p>F:..... V:..... T:.....</p>				
		Item			
13	<p>State Provisions (Clause 13).</p> <p>F: V: T:</p>				
		Item			
14	<p>Security (clause 14)</p> <p>The security to be submitted by the contractor to the employer will be as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT)</p> <p>F:..... V:..... T:.....</p>				
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Execution (A15-A23)

15 Preparation for and execution of the works (clause 15)

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

Item

16 Access to the works (clause 16)

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

Item

17 Contract instructions (clause 17)

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

Item

18 Setting out of the works (clause 18)

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

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

Item

19 Assignment (clause 19)

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

The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer

Item

20 Nominated subcontractors (clause 20)

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

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21	<p>Selected subcontractors (clause 21)</p> <p>F:..... V:..... T:.....</p> <p>Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted</p> <p>All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors</p>	Item		
22	<p>Employer's Direct Contractors (clause 22)</p> <p>F:..... V:..... T:.....</p>	Item		
23	<p>Contractor's Domestic Sub-Contractors (Clause 23)</p> <p>F:..... V:..... T:.....</p> <p><u>Completion (A24-A30)</u></p>	Item		
24	<p>Practical completion (clause 24)</p> <p>F:..... V:..... T:.....</p>	Item		
25	<p>Works completion (clause 25)</p> <p>F:..... V:..... T:.....</p>	Item		
26	<p>Final completion (clause 26)</p> <p>F:..... V:..... T:.....</p>	Item		
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27	<p>Latent defects liability period (clause 27)</p> <p>F:..... V:..... T:.....</p> <p>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 accumulates in order to attend to a comprehensive list of defects"</p>	Item		
28	<p>Sectional completion (clause 28)</p> <p>F:..... V:..... T:.....</p>	Item		
29	<p>Revision of date of practical completion (clause 29)</p> <p>F:..... V:..... T:.....</p> <p>The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)</p>	Item		
30	<p>Penalty for non-completion (clause 30)</p> <p>F:..... V:..... T:.....</p>	Item		
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Payment (A31 - A35)

31 Interim payment to the contractor (clause 31)

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

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.

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.

Item

32 Adjustment to the contract value (clause 32)

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

Where prices are submitted by the contractor or nominated/selected subcontractors 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

Item

33 Recovery of expense and loss (clause 33)

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

Item

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34 Final account and final payment (clause 34)

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

The employer shall not pay any interest on amounts payable to the contractor for one hundred and forty two (142) days after the date of issue of the certificate of practical completion

The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor more than one hundred and forty two (142) days after the date of issue of the certificate of practical completion but only for such period as the settlement of the final account is delayed by the non-performance of the principal agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account

Item

35 Payment to other parties (clause 35)

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

Item

Cancellation (A36-A39)

36 Cancellation by employer - contractor's default (clause 36)

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

Item

37 Cancellation by employer - loss and damage (clause 37)

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

Item

38 Cancellation by contractor - employer's default (clause 38)

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

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39 Cancellation - cessation of the works (clause 39)
F:..... V:..... T:.....

Item

Dispute (A40)

40 Dispute Settlement (clause 40)
F:..... V:..... T:.....

Item

Substitute Provisions (A41)

41 State clauses (Clause 41)
F:..... V:..... T:.....

Item

Contract variables

42 State clauses (Clause 42)
F:..... V:..... T:.....

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42.1 CONTRACTING AND OTHER PARTIES

42.1.1 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

42.2 CONTRACT DETAILS

42.2.1 Works Description: Construction of new
ablutions facilities

42.2.2 Site Description: the site is an existing school.

42.2.3 Work or installations by Others: NIL

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42.2.4 This agreement is for a government contract where there are specific options that are applicable to a **State** organ only

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

42.2.5 Date on which possession of the site is intended to be given:

To be advised

42.2.6 Period for the commencement of the works after the contractor takes possession of site:

5 working days

Period for the commencement of the works after the contractor takes possession of the site :- 5 Working days.

Completion in Sections are required : NO

42.2.7 Intended date of practical completion and the penalty per calendar day for the works as a whole :-

To be advised.

Penalty amount will be 5,75c/R100 of Contract Sum.

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42.2.8 Intended date of practical completion and the penalty per calendar day

N/A..... Date

N/A..... Penalty Amount

42.2.9 The **law** applicable to this **agreement** shall be that of:

South Africa (Country)

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by:

Contractor:

For the Sum of R Contract Amount + 10.00 %

With a deductible amount of: Not exceeding 5% of each and every claim.

Supplementary insurance is required : Yes

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).

42.3.3 Public liability insurance to be effected by:

Contractor:

For the Sum of R 5 000 000-00

With a deductible amount of: Not exceeding 5% of each and every claim

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42.4 DOCUMENTS

42.4.1 Waivers of **contractors lien** or right of continuing possession is required

Yes

42.4.2 Number of construction document copies to be supplied to the **contractor** free of charge:

3 Number of

42.4.3 **Bills of Quantities/Lump sum document** schedule of rates drawn up in accordance with:

“Standard System of Measuring Builders’ Work”

42.4.4 On acceptance of the tender the bills of quantities/lump sum document is to be submitted within:

5 Working days

The priced bills of quantities must be handed in with the tender

42.4.5 JBCC Engineering General Conditions are to be included in the **contract documents**:

No

42.4.6 The contract value is to be adjusted using escalation adjustment indices

No

Where **JBCC CPAP** is to be used

Base Month N/A

SECTION B: PRELIMINARIES

Definitions and interpretation (B1)

43 Definition and interpretation (B1.1 - B1.4.6)

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

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Documents (B2)

44 Checking of documents (B2.1)

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

Item

45 Provisional bills of quantities (B2.2)

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

N/A

46 Availability of construction documentation (B2.3)

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

Item

47 Interests of agents (B2.4)

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

Item

48 Priced documents (B2.5)

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

Item

49 Tender submission (B2.6)

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

Item

The site (B3)

50 Defined works area (B3.1)

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

Item

51 Geotechnical investigation (B3.2)

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

Item

52 Inspection of the site (B3.3)

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

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Existing premises occupied (B3.4)

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

Specific requirements:

The contractor shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines.

Previous work - dimensional accuracy (B3.5)

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

Previous work - defects (B3.6)

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

53 Services - known (B3.7)

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

Item

54 Services - unknown (B3.8)

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

Item

55 Protection of trees etc (B3.9)

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

Item

56 Articles of value (B3.10)

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

Item

57 Inspection of adjoining properties etc (B3.11)

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

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Management of contract (B4)

58 Management of the works (B4.1)

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

Item

59 Programme for the works (B4.2)

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

Item

60 Progress meetings (B4.3)

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

Item

61 Technical meetings (B4.4)

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

Item

62 Labour and Plant records (B4.5)

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

Item

Samples, Shop Drawings and Manufacturer's Instructions (B5)

63 Samples of materials (B5.1)

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

Item

64 Workmanship samples (B5.2)

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

Item

65 Shop drawings (B5.3)

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

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66	Compliance with Manufacturer's Instructions (B5.4) F:..... V:..... T:.....	Item	
	<u>Temporary works and plant (B6)</u>		
67	Deposits and fees (B6.1) F:..... V:..... T:.....	Item	
68	Enclosure of the works (B6.2) F:..... V:..... T:.....	Item	
69	Advertising (B6.3) F:..... V:..... T:.....	Item	
70	Plant, equipment, sheds and offices (B6.4) F:..... V:..... T:.....	Item	
71	Main notice board (B6.5) F:..... V:..... T:.....	Item	
72	Subcontractors' notice board (B6.6) F:..... V:..... T:.....	N/A	
	<u>Temporary services (B7)</u>		
73	Location (B7.1) F:..... V:..... T:.....	Item	
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Financial aspects (B10)

Statutory taxes, duties and levies (B10.1)

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

Provision is made in the Final Summary of these
Bills of
Quantities for the inclusion of Value Added Tax
(VAT).

Item

82 Payment of preliminaries (B10.2)

Option [B] shall apply

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

Item

83 Adjustment of preliminaries (B10.3)

Option [A] shall apply

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

Item

84 Payment certificate cash flow (B10.4)

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

Item

85 Contractor information supply (B10.5)

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

Item

General (B11)

86 Protection of works (B11.1)

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

Item

87 Protection/isolation of existing/sectionally occupied
works (B11.2)

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

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88	<p>Security of the Works (B11.3)</p> <p>The security to be submitted by the contractor to the employer will be as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT)</p> <p>F:..... V:..... T:.....</p>	Item	
89	<p>Notice before covering work (B11.4)</p> <p>F:..... V:..... T:.....</p>	Item	
90	<p>Disturbance (B11.5)</p> <p>F:..... V:..... T:.....</p>	Item	
91	<p>Environmental Disturbance (B11.6)</p> <p>F:..... V:..... T:.....</p>	Item	
92	<p>Works cleaning and clearing (B11.7)</p> <p>F:..... V:..... T:.....</p>	Item	
93	<p>Vermin (B11.8)</p> <p>F:..... V:..... T:.....</p>	Item	
94	<p>Overhand work (B11.9)</p> <p>F:..... V:..... T:.....</p>	Item	
95	<p>Instruction manuals and guarantees (B11.10)</p> <p>F:..... V:..... T:.....</p>	Item	
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96	As built information (B11.11) F:..... V:..... T:.....	Item	
97	Tenant Installations (B11.12) F:..... V:..... T:.....	Item	
<u>Schedule of variables (B12)</u>			
98	Pre-tender information (B12.1) F:..... V:..... T:.....	Item	
	12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional: No		
	12.1.2 Availability of construction documentation (B2.3) Construction documentation is not complete No		
	12.1.3 Interest of agents (B2.4)		
	12.1.4 Defined works area (B3.1)		
	12.1.5 Geotechnical investigation (B3.2) N/A		
	12.1.6 Existing premises occupied (B3.4)		
	12.1.7 Previous work - dimensional accuracy (B3.4)		
	12.1.8 Previous work - defects (B3.5)		
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SECTION C: SPECIFIC PRELIMINARIES

Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included

99 Site instructions

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

F: V:
T:

Item

100 Black economic empowerment and training

F: V: T:

Item

101 Proprietary branded products

F: V: T:

Item

102 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

F: V: T:

Item

The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative

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103	Contract instructions F:..... V:..... T:..... Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor	Item	
104	Labour record F:..... V:..... T:..... At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week	Item	
105	Plant record F:..... V:..... T:..... 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 used on the works each day of that week	Item	
106	Guarantees F:..... V:..... T:.....	Item	
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Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement

107 Overtime

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

Item

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 execution thereof, that costs for such overtime are to be borne by the employer

108 Co-operation of contractor for cost management

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

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It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors

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R

109 Occupational Health and Safety Specification

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

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 / lump sum document

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

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

The contractor shall also comply with the additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines. It is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under this clause and the specific related clauses hereafter and no additional claims in this regard shall be entertained

Item

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110 HIV/AIDS Awareness

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

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C11.1 to C11.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

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

Item

Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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	<u>BILL NO. 2</u>			
	<u>HEALTH AND SAFETY</u>			
	<u>MODEL PREAMBLES</u>			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	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			
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<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
<u>General:</u>				
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 all personnel.	No		
7	Provision of first aid boxes.	No		
8	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		
9	Extra over mesh fence for pedestrian gate size 1.8 x 1,8m high.	No		
<u>Provision for Personal Protective Equipment and Protective Clothing:</u>				
10	Reflective vests.	No		
11	Hard hats.	No		
12	Protective foot wear.	No		
13	Ear Plugs.	No		
14	Dust Masks.	No		
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Section No. 1

PRELIMINARIES

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	<u>SECTION NO.2</u>			
	<u>BILL NO.1</u>			
	<u>SUNDRY BUILDERS WORK - ALL TRADES</u>			
	<u>Quantity Split:</u>			
	Note that the total quantity per each item is split into the various buildings and appears below each description as follows:			
	<u>ALTERATIONS</u>			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Breaking up and removing mass concrete</u>			
1	85mm Thick surface bed	m2	20	
	<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and preparing pipes for new fittings (e/m) making good floor and wall finishes (making good good and wall finishes elsewhere)</u>			
2	50mm Waste pipe	m	5	
3	Remove VIP 200 Pit pedestal and prepare surface to receive new VIP 450 pedestal (VIP pedestal elsewhere).	No	3	
	<u>IRONMONGERY</u>			
	<u>BATHROOM FITTINGS</u>			
	<u>Stainless steel bathroom fittings</u>			
4	Free standing She Bin; manufactured from Grade 304 1,2/1,5mm Stainless Steel, satin finished with surface treatment. The container to have an approximately 20 litre capacity.	No	8	
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**PLUMBING AND DRAINAGE
(PROVISIONAL)**

MODEL PREAMBLES

The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates

SANITARY FITTINGS

Rust and corrosion resistant, UV-resistant polyethylene pedestals, urinals, basins, etc. Product and colour to Principal Agent's approval:

5	VIP 450 Pit pedestal complete with integral flap four times plugged to floor with and including 6 x 75mm masonry anchors.	No	3
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SANITARY PLUMBING

PVC waste or vent pipes and fittings:

6	50mm waste pipe	m	4
	<u>Extra for:</u>		
7	50mm Bend	No	3
8	50mm Access bend	No	2

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Item No		Quantity	Rate	Amount
<u>SECTION NO.3</u>				
<u>BILL NO.1</u>				
<u>BARRIER WALLS</u>				
<u>EARTHWORKS</u>				
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades as well as Engineering Specifications attached to these documents.				
<u>EXCAVATIONS</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
1	Trenches	m3	89	
<u>Extra over trench and hole excavations in earth for excavation in</u>				
2	Soft rock	m3	7	
3	Hard rock	m3	15	
<u>Extra over all excavations for carting away</u>				
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	62	
<u>Risk of collapse of excavations</u>				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m2	297	
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	<u>Weedkiller mixed in accordance to supplier's specifications</u>		
13	To bottoms and sides of trenches etc	m2	445
	<u>CONCRETE, FORMWORK & REINFORCEMENT</u>		
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>		
	<u>30MPa/19mm concrete</u>		
14	Strip footings	m3	37
	<u>MASONRY</u>		
	<u>Brickwork of NFP bricks in class II mortar</u>		
15	One brick walls in foundations	m2	139
16	One brick wall	m2	64
	<u>BRICKWORK SUNDRIES</u>		
	<u>Brickwork reinforcement</u>		
17	150mm Brick reinforcement built in horizontally in foundations	m	742
18	150mm Wide reinforcement built in horizontally	m	742
	<u>FACE BRICKWORK</u>		
	<u>Face brick, size 222 x 106 x 73mm, manufactured in accordance with SANS 227:2007, bedded and jointed in Class II mortar and pointed with flush vertical and flush horizontal joints, suitable for exposure zones 1-2.</u>		
19	Extra over brickwork for face brickwork	m2	129
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20	<p><u>Brick-on-edge header course copings, sills, etc of clay face brick, size 222 x 106 x 73mm, bedded and jointed in Class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zone 1-2</u></p> <p>Coping on top of one and a half brick wall</p>	m	247	
	<p>Section No. 3 EXTERNAL WORKS Bill No. 1 BARRIER WALL</p>			<p>R</p>

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Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>BILL NO.2</u>			
	<u>V-DRAINS</u>			
	<u>STORMWATER APRONS</u>			
	<u>Excavation not exceeding 2m deep</u>			
1	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	25	
	<u>Extra over all excavations for loading, carting and dumping surplus material (no allowance made for increase in bulk)</u>			
2	Offsite to a dumping site to be found by contractor	m3	25	
	<u>Compaction of surfaces</u>			
3	G7 Base course material compacted to 97% Mod AASHTO density	m3	15	
4	Over site of selected subgrade G5 material in accordance with SABS 1200DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density	m3	10	
	<u>Compaction of surfaces</u>			
5	Compaction of ground surface under floors etc including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	193	
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<u>Prescribed density tests on filling</u>				
6	In-situ dry "density" test	No	14	
<u>Reinforced 30MPa/19mm concrete</u>				
7	Surface beds cast in panels on waterproofing.	m3	25	
8	Edge Thickening	m3	6	
<u>Finishing top surfaces of concrete smooth with a wood float</u>				
9	Surface beds, slabs, etc to falls and currents	m2	193	
<u>Test Blocks;</u>				
10	Making and testing a set of three 150 x 150 x 150mm concrete strength test cube (Provisional)	No	18	
<u>Expansion joints with Bitumen impregnated softboard between vertical concrete or brick surfaces</u>				
11	12mm Joints not exceeding 300mm high	m	193	
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
12	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary	m	193	
<u>Fabric Reinforcement</u>				
13	REF. 395 fabric reinforcement in concrete surface beds, slabs, etc.	m2	193	
Carried to Collection				
Section No. 3 EXTERNAL WORKS Bill No. 2 V-DRAIN				R

Waterproofing under surface beds

14	350 Micron USB orange Polythylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed(elsewhere measured)	m2	193
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Taps

15	Stand taps including excavation and plumbing etc.	No	4
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Item No		Quantity	Rate	Amount
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	<u>BILL NO.3</u>			
	<u>APRONS AROUND BUILDINGS</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades			
	<u>EARTHWORKS</u>			
	<u>Excavation not exceeding 2m deep</u>			
1	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	20	
	<u>Extra over all excavations for loading, carting and dumping surplus material (no allowance made for increase in bulk)</u>			
2	Offsite to a dumping site to be found by contractor	m3	20	
	<u>Compaction of surfaces</u>			
3	G7 Base course material compacted to 97% Mod AASHTO density	m3	20	
4	Over site of selected subgrade G5 material in accordance with SABS 1200DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density	m3	9	
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Waterproofing under surface beds

5	350 Micron USB orange Polythylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed(elsewhere measured)	m2	157
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Compaction of surfaces

6	Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	157
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CONCRETE, FORMWORK AND REINFORCEMENT

REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES

30MPa/20 mm concrete

7	Aprons cast in panels to falls	m3	20
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Grooves, channels, mortices, sinkings, etc. in concrete

8	Segmental channel with radius 290mm and minimum depth of 100mm on top of concrete, incl. all excavations, cart away etc.	m	131
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Finishing top surfaces of concrete smooth with a wood float

9	Aprons to falls	m2	157
---	-----------------	----	-----

Smooth formwork to sides

10	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	131
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Prescribed density tests on filling

11	"Mod. AASHTO Density" test	No	10
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R

TEST CUBES

12	Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith. (Provisional)	Sets	6.0
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REINFORCEMENT (PROVISIONAL)

Fabric reinforcement

13	REF. 395 fabric reinforcement in concrete surface beds, slabs, etc.	m	131
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MOVEMENT JOINTS ETC

Expansion joints with Bitumen impregnated softboard between vertical concrete or brick surfaces

14	12mm Joints not exceeding 300mm high	m	131
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Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc

15	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary	m	131
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<u>Compaction of surfaces</u>				
15	Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	164	
<u>30 MPa/20 mm concrete</u>				
16	Aprons cast in panels to falls	m3	41	
<u>Grooves, channels, mortices, sinkings, etc. in concrete</u>				
17	Segmental channel with radius 290mm and minimum depth of 100mm on top of concrete, incl. all excavations, cart away etc.	m	110	
<u>Finishing top surfaces of concrete smooth with a wood float</u>				
18	Aprons to falls	m2	164	
<u>Smooth formwork to sides</u>				
19	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	110	
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WALKWAYS, ETC.

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WALKWAYS, ETC.

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	<u>SECTION NO.3</u>			
	<u>BILL NO.5</u>			
	<u>FENCING</u>			
	<u>EXCAVATIONS</u>			
	<u>SITE CLEARANCE</u>			
	<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc Excavate in pickable material not exceeding 2m deep below reduced or natural ground level and set aside for use as filling (backfilling elsewhere)	m2	51	
	<u>EXCAVATION, FILLING, ETC</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
2	Holes Extra over trench and hole excavations in earth for excavation in	m3	2	
3	Soft rock	m3	0.1	
4	Hard rock Extra over all excavations for carting away	m3	0.2	
5	Surplus material from excavations on site to a dumping site to be located by the contractor	m3	2	
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Risk of collapse of excavations

- 6 Sides of trench and hole excavations not exceeding 1,5m deep

m2

17

Keeping excavations free of water

- 7 Keeping excavations free of all water other than subterranean water

Item

UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES

30MPa/19mm concrete

- 8 Bases

m3

2

FENCING

Straining wires,fencing and razor wire

- 9 Four strands of 4mm Class'A' galvanised straining wires secured to fencing posts with doubled 2 mm galvanised wire inserted through hole in post and turned a minimum of four turns around straining wire and attached to straining frame at one end with not less than four turns at the other end to straining bolts (elsewhere measured).

m

51

- 10 3 Strands of galvanised barbed wire tied to standards, posts and eye bolts

m

51

50 x 50mm Galvanized welded mesh fencing erected in strict accordance to the manufacturer's instructions

- 11 1800mm Galvanised 50 x 50mm welded mesh fixed to posts etc.

m

51

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Section No. 3
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Bill No. 5
FENCING

12	Corner post size 2,4m high x 101mm diameter x 2mm thick with cap and baseplate and finished with silver bitumen primer with 600mm long bottom end fixed in concrete base (e/m)	No	4		
13	Gate post size 2,4m high x 101mm diameter x 2mm thick with cap and baseplate and finished with silver bitumen primer with 600mm long bottom end fixed in concrete base (e/m)	No	2		
14	Immediate post size 2,4m high x 101mm diameter x 2mm thick with cap and base plate and finished with silver bitumen primer with 600mm long bottom end fixed in concrete base (e/m)	No	4		
15	Inclined stay size 2400mm x 48mm x 2mm thick with steel base plate fixed and 600mm long bottom end fixed in concrete base (e/m)	No	8		
16	Pedestrian gate 1000 x 1200mm high (PC Amount R2000-00 each VAT excl. supplied and delivered to site)	No	1		
17	Supply 50 mm "Viro" Padlocks and Keys (or equal approved)	No	1		
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	<u>BILL No.1</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Tenderers are advised that no claim in respect of loss of profit or preliminary charges based on the omission of these amounts will be considered and the said amounts will be omitted strictly without any financial compensation payable to the Contractor			
	Provisional Sums and Budgetary Allowances contained herein may be omitted or reduced at the Employer's discretion and the Contractor shall be entitled to claim for any loss of profit related thereto.			
	<u>BUDGETARY ALLOWANCES</u>			
	The following budgetary allowances are for work to be executed at rates in the bills of quantities or to be agreed by Principal Agent.			
1	Provide the sum of R 22 500.00 for the employment of a Community Liason Officer to be employed by the main Contractor and be paid an allowance of R 7500.00 a month for the duration (3 months)	Item		
2	Add Mark-up	Item		
3	Provide the sum of R 105 000.00 for the hire,maintenance and servicing of temporary toilets for educators and learners during the entire construction period.	Item		
4	Add Mark-up	Item		
5	Provide the sum of R 50 000.00 for landscaping to be used as directed by the Principal Agent and deducted in a whole or in part if not required.	Item		
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PROVISIONAL SUMS

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