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**REPAIRS, RENOVATIONS AND REHABILITATION OF VARIOUS GENERAL
BUILDING ELEMENTS AT THE CHAMDOR TOWNSHIP HUB**

**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
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Item No	Quantity	Rate	Amount
<u>SECTION NO. 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
All prices/rates to be net, excluding Value Added Tax			
<u>Preliminaries</u>			
<p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1, Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable"</p>			
<u>General</u>			
i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, July 2007			
ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
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- v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")
- vi) 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, 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 in proportion to time

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

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

"**Commencement date**" means the date of issue of the letter of Acceptance or any such other date as may in the Letter of Acceptance, which ever is the later, provided always that any such other date so specified shall not be more than seven (07) days after the date of the Letter of Appointment.

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

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

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

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

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

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

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

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderer s (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

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

"Interest" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Management Act, 1999 (Act No. 1 of 1999), will apply

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

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

Clause 1.6 Definition of **"Notice given"** is amended by replacing it with the following:

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

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1.6.4	No clause			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
	<u>Objective and Preparation (A2 - A14)</u>			
2	Offer, acceptance and performance (clause 2)			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
3	Documents (clause 3)			
	Clause 3.2.1 is amended by replacing it with:			
	3.2.1 A construction guarantee in terms of 14.0, where so elected in his/her tender.			
	Clause 3.7 is amended by the addition of the following:			
	Add at the end thereof:			
	The contractor shall supply and keep a copy of the JBCC applicable to this contract on site , to which the employer, principal agent and agents shall have access to at all times.			
	Clause 3.10 is amended as follows:			
	Replace the second reference to " principal agent " with the word " employer "			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
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4	<p>Design responsibility (clause 4)</p> <p>Clause 4 is amended as follows:</p> <p>4.3 No clause</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>			
		Item		
		Item		
		Item		
5	<p>Employer's agents (clause 5)</p> <p>Clause 5 "Employer's agents" is amended as follows:</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>			
		Item		
		Item		
		Item		
6	<p>Contractor's site representative (clause 6)</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>			
		Item		
		Item		
		Item		
7	<p>Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities 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</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p>			
		Item		
		Item		
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		Time Related	Item	
8	Works risk (clause 8)			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
9	Indemnities (clause 9)			
	Clause 9.0 is amended by adding Clause 9.1.4:			
	<p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgements (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p>			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
10	Works insurances (clause 10)			
	Clause 10.0 is amended by the addition of the following clauses			
	10.5 Damage to the Works			
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- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

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

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arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

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

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

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

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's**

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default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

		Fixed	Item
		Value Related	Item
		Time Related	Item
11	Liability insurances (clause 11)		
		Fixed	Item
		Value Related	Item
		Time Related	Item

12 Effecting insurance (clause 12)

A14 SECURITY

Clause 14.0 is replaced with;

14.7 Security can only be as a payment reduction of ten percent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)

14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor.

		Fixed	Item
		Value Related	Item

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		Time Related	Item	
13	Assignment (clause 13)			
		Fixed	Item	
		Value Related	Item	
14	Security (clause 14)	Time Related	Item	
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
	<u>Execution (A15 - A23)</u>			
15	Preparation for and execution of the works (clause 15)			
	Clause 15.1.1 is amended by replacing it with:			
	No clause			
	Clause 15.1.2 is amended by replacing it with:			
	The security selected in terms of 14.0			
	Clause 15.1 is amended by the addition of the following clause:			
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) calendar days of commencement date			
	Clause 15.2.1 is amended by replacing it with the following clause:			
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1			
		Fixed	Item	
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		Value Related	Item	
		Time Related	Item	
20	Nominated sub-contractors (clause 20) Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No Clause			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
21	Selected sub-contractors (clause 21) Clause 21 Clause 21 is amended by replacing it with the following: No Clause			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
22	Employer's direct contractors (clause 22)			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
23	Contractor's domestic sub-contractors (Clause 23)			
		Fixed	Item	
		Value Related	Item	
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	Time Related	Item		
<u>COMPLETION</u>				
<u>Completion (A24-A30)</u>				
24	Practical completion (clause 24)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
25	Works completion (clause 25)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
26	Final completion (clause 26)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
27	Latent defects liability period (clause 27)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
28	Sectional completion (clause 28)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
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29 Revision of date of practical completion (clause 29)

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

Add Clause 29.9 as follows:

Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration
Clause 29.10.1

Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at anytime, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The contractor’s entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been principal agent

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	has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
30	Penalty for non-completion (clause 30)			
	Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
	<u>Payment (A31 - A35)</u>			
31	Interim payment to the contractor (clause 31)			
	Clause 31.5.2 is amended by deleting and replacing with:			
	Security adjustment in terms of 14.0 and 31.8			
	Clause 31.8 is amended as follows:			
	31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:			
	31.8(B) Security is a payment reduction in term of 14.7 therefore the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:			
	31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion			
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates			
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31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

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

Clause 31.9 is amended by replacing "seven (7) **calender** days" with "thirty (30) **calender** days" and by deleting the words "subject to the **contractor** giving the **employer** a tax invoice for the amount due

Clause 31.12 is amended by deleting the following

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

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32 Adjustment to the contract value (clause 32)

Clause 32.0

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

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

Fixed

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33 Recovery of expense and loss (clause 33)

33.2 Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in

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the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract

33.2.13 the **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

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34 Final account and final payment (clause 34)

Clause 34.0

Clause 34.2 is amended by inserting # next to 34.2

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "thirty (30) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

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35 Payment to other parties (clause 35)

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Cancellation (A36-A39)

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

Clause 36.1 is amended by the additions of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

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

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

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

37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed

Item

Value Related

Item

Time Related

Item

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

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

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

38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

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39	<p>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><u>Dispute Settlement (A40)</u></p>			
40	<p>Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 under clause 41 remove reference to no clause</p> <p>Clause 40.7.1 should be amended</p> <p>By changing "(10)" to "(15)" and adding the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><u>State Provision (A41)</u></p>			
41	<p>State Substitutions (clause 41)</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES</p>			R

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Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be

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determined by court proceedings.

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	<u>Definition and interpretation (B1)</u>			
43	Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
	<u>Documents (B2)</u>			
44	Checking of documents (B2.1) <i>These bills of quantities:</i> <i>(1) contain pages and annexes as indexed, and;</i> <i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i> <i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
45	Provisional bills of quantities (B2.2)			
	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
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46	<p>Availability of construction documentation (B2.3)</p> <p><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>	Item		
47	<p>Interests of agents (B2.4)</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>	Item		
48	<p>Priced documents (B2.5)</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>	Item		
49	<p>Tender submission (B2.6)</p> <p><i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i></p> <p><i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i></p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>	Item		

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	<u>The site (B3)</u>			
50	Defined works area (B3.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
51	Geo-technical investigation (B3.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
52	Inspection of the site (B3.3)			
	<i>Tenderer s are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i>			
	<i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
53	Existing premises occupied (B3.4)			
	Yes, the building will be occupied during the construction period.			
	Fixed	Item		
	Value Related	Item		
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59	Articles of value (B3.10)	Fixed	Item
		Value Related	Item
		Time Related	Item
60	Inspection of adjoining properties, etc (B3.11)	Fixed	Item
		Value Related	Item
		Time Related	Item
	<u>Management of contract (B4)</u>		
61	Management of the works (B4.1)	Fixed	Item
		Value Related	Item
		Time Related	Item

62 Programming for the works (B4.2)

Clause B4.2 is hereby amended by the addition of the following:

Programme:

The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.

The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.

The contractor shall ensure that the contract programme:

1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.
2. shall be drawn up using logic developed during the tender period and complies with the

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- 3. planning requirements of the Client.
shall be in accordance with the dates given herein for possession and practical completion; and
- 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cash flow analysis.
- 5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted

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time applications on available information and quality the submission accordingly.

Development of the contract programme and method statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

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The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

Extension of time

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the

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critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

Fixed

Item

Value Related

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68	Shop drawings (B5.3)	Fixed	Item
		Value Related	Item
		Time Related	Item
69	Compliance with manufacturer's instructions (B5.4)	Fixed	Item
		Value Related	Item
		Time Related	Item
	<u>Temporary works and plant (B6)</u>		
70	Deposits and fees (B6.1)	Fixed	Item
		Value Related	Item
		Time Related	Item
71	Enclosure of the works (B6.2)	Fixed	Item
		Value Related	Item
		Time Related	Item
72	Advertising (B6.3)	Fixed	Item
		Value Related	Item
		Time Related	Item
73	Plant, equipment, sheds and offices (B6.4)	Fixed	Item
		Value Related	Item

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		Value Related	Item	
		Time Related	Item	
79	Ablution facilities (B7.5)			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
		<u>Prime cost amounts (B8)</u>		
80	Responsibility for prime cost amounts (B8.1)			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
		<u>Attendance on nominated and selected subcontractors (B9)</u>		
	General attendance (B9.1)			
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted pro rata to the final cost of the works			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
81	Special attendance (B9.2)			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
82	Commissioning - Fuel, water and electricity (B9.3)			
		Fixed	Item	
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	Value Related	Item		
	Time Related	Item		
	<u>Financial aspects (B10)</u>			
83	Statutory taxes, duties and levies (B10.1)			
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
84	Payment of preliminaries (B10.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
85	Adjustment of preliminaries (B10.3)			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
86	Payment certificate cash flow (B10.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
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	<u>General (B11)</u>			
87	Protection of works (B11.1)	Fixed	Item	
		Value Related	Item	
		Time Related	Item	
88	Protection/isolation of existing/sectionally occupied works(B11.2)	Fixed	Item	
		Value Related	Item	
		Time Related	Item	
89	Site security (B11.3)	Fixed	Item	
		Value Related	Item	
		Time Related	Item	
90	Notice before covering work (B11.4)	Fixed	Item	
		Value Related	Item	
		Time Related	Item	
91	Disturbance (B11.5)	Fixed	Item	
		Value Related	Item	
		Time Related	Item	
92	Enviromental disturbance (B11.6)	Fixed	Item	
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98 Tenant installations (B11.12)

Fixed

Item

Value Related

Item

Time Related

Item

Schedule of variables (B12)

99 Pre-tender information (B12.1)

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**.

Fixed

Item

Value Related

Item

Time Related

Item

12.1.1 Provisional bills of quantities (B12.1.1)

The quantities are provisional:

Yes

12.1.2 Availability of construction documentation (B12.1.2)

Construction documentation is complete:

Yes

12.1.3 Interest of agents (B12.1.3)

No

12.1.4 Defined works area (B12.1.4)

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

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12.1.5 Geo-technical investigation (B12.1.5)

The geo-technical report is available for viewing at the offices of the Principal Agent

No

12.1.6 Existing premises occupied (B12.1.6)

[3.4] Specific requirements:
The contractor shall execute the works with as little noise and disturbance as possible, as the building will be occupied during the construction period

12.1.6 Existing premises occupied

[3.4] Specific requirements:
The contractor shall execute the works with as little noise and disturbance as possible

12.1.7 Previous work - Dimensional accuracy (B12.1.7)

[3.5] Details:
No additional details

No

12.1.8 Previous work - defects

[3.6] Details:
No additional details

12.1.9 Services - known (B12.1.9)

Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent, however it still remains the responsibility of the main contractor to make sure that he/she does not damage existing services during construction.

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12.1.10 **Protection of trees**

[3.9] Specific requirements:
No trees to be damaged or removed except those specifically designated in writing by the Architect

12.1.11 **Inspection of adjoining properties**

[3.11] Specific requirements:
None

12.1.12 **Enclosure of the works**

[6.2} Specific requirements:
Areas where work is taking place shall at all times be blocked off by appropriate means

12.1.13 **Offices**

[6.4.3] Specific requirements:
The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

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12.1.14 Main notice board

[6.5] Specific requirements:
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 Subcontractors' notice board

[6.6] A notice board is required NO
Specific requirements:

12.1.16 Water

[7.2] Option A (by contractor) YES

12.1.17 Electricity

[7.3] Option A (by contractor) YES

12.1.18 Telecommunications

[7.4] Telephone YES
Facsimile YES
E-mail YES

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<p>12.1.19 Ablution facilities</p> <p>[7.5] Option A (by contractor) YES</p> <p style="padding-left: 40px;">Option B (by employer) NO</p> <p>12.1.20 Protection of existing/sectionally occupied works</p> <p>[11.2] Protection is required</p> <p style="text-align: right;">YES</p> <p>12.1.21 Special attendance</p> <p style="padding-left: 40px;">The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance</p> <p>[9.2] Subcontractor (1) Details:</p> <p style="padding-left: 40px;">Subcontractor (2) Details:</p> <p style="padding-left: 40px;">Subcontractor (3) Details:</p> <p>12.1.22 Protection of the works</p> <p>[11.1] Specific requirements: All work that requires protection during construction must be adequately protected up to final completion by the contractor</p> <p>12.1.23 Disturbance</p> <p>[11.5] Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p>				
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	<p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements: None</p>			
100	<p>Post-tender information (B12.2)</p> <p>All post-tender information for this section will be determined once tender is awarded</p>			
	Fixed			Item
	Value Related			Item
	Time Related			Item
	<p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (prorated) YES</p> <p style="padding-left: 20px;">Option B (calculated) NO</p>			
	<p>12.2.2 Adjustment of preliminaries</p> <p>[10.3] Option A (three categories) YES</p> <p style="padding-left: 20px;">Option B (detailed breakdown) NO</p>			
	<p>12.2.3 Additional agreed preliminaries items</p> <p style="padding-left: 20px;">Details: None</p>			
101	<p>Other post tender information (B12.3)</p> <p>All post-tender information for this section will be determined once tender is awarded</p>			
	Fixed			Item
	Value Related			Item
	Time Related			Item
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	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES</p>		R	

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

102 **Clause C1 - Contract drawings**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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

Fixed

Item

Value Related

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Item

103 **Clause C2 - General Preambles**

The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.

Fixed

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104 **Clause C3 - Site instructions**

All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only

Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book

Fixed

Item

Value Related

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105 **Clause C4 - Trade Names**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed

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106	<p>Clause C5 - Overtime</p> <p>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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>				
				Item	
				Item	
				Item	
107	<p>Clause C6 - As-built drawings</p> <p>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</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>				
				Item	
				Item	
				Item	
108	<p>Clause C5 - Labour record</p> <p>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</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>				
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109 **Clause C6 - Plant record**

At the end of each calendar 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

Fixed

Item

Value Related

Item

Time Related

Item

110 **Clause C7 - Non-cession of monies**

The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract

Fixed

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111 **Clause C8 - Occupational Health and Safety Act**

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

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

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

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

Fixed

Item

Value Related

Item

Time Related

Item

112 **Clause C9 - Viewing of the project areas**

The tenderer must arrange with the Project Manager to obtain permission to enter the **site** for tendering purposes

Fixed

Item

Value Related

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		Time Related	Item	
113	<p>Clause C10 - Commencement of Works</p> <p>The contractor must give the Project Manager notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p>			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
114	<p>Clause C11 - Entrance Permits to The Project Areas</p> <p>The contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Project Manager, or any of his adequately empowered representative(s).</p>			
		Fixed	Item	
		Value Related	Item	
		Time Related	Item	
115	<p>Clause C12 - Security Check of Personnel</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p>			
		Fixed	Item	
		Value Related	Item	
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**REPAIRS, RENOVATIONS AND REHABILITATION
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		Time Related		
116	<p>Clause C13 - HIV/Aids Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the 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</p> <p>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</p>		Item	
		Fixed		Item
		Value Related		Item
		Time Related		Item
117	<p>Clause C13.1 - Awareness Champion</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>			
		Fixed		Item
		Value Related		Item
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118 **Clause C13.2 - Awareness Workshop**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed

Item

Value Related

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Time Related

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119 **Clause C13.3 - Posters, booklets, videos, etc.**

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

Fixed

Item

Value Related

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Time Related

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120 **Clause C13.4 - Access to Condoms**

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

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121 **Clause C13.5- Monitoring**

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

Fixed

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Item No	Quantity	Rate	Amount
<u>SECTION 2</u>			
<u>BILL NO.1</u>			
<u>ALTERATIONS (WORK GROUP 102)</u>			
<u>PREAMBLES</u>			
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
<u>SUPPLEMENTARY PREAMBLES</u>			
STRUCTURAL WORK TO BE DEMOLISHED:			
Where structures which support existing roof structures are to be demolished the contractor must provide temporary support until new supporting structures are in place			
OLD MATERIALS TO BE CARTED AWAY:			
Old materials from the alteration, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site			
OLD MATERIALS NOT TO BE RE-USED:			
None of the old materials are to be used for new work except where specifically described being set aside for re-use			
DEALING WITH HAZARDOUS MATERIALS			
All hazardous materials, e.g. Asbestos, etc, must be removed and disposed off site by a specialist firm as per government regulations and environmental laws			
<u>REMOVAL OF EXISTING WORK</u>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
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<u>Taking out and removing electrical fittings and lights, etc</u>				
1	Fluorescent light fittings, etc.	No	6	
<u>Breaking down and removing brickwork etc</u>				
2	Half brick walls	m2	57	
3	One brick walls	m2	5	
<u>Hack up and remove screeds, grano, etc from concrete and preparing surfaces to receive new floor finish and covering.</u>				
4	Grano at approximately 30mm thick	m2	4	
5	Internal plaster from walls, etc	m2	110	
6	Internal plaster from walls, etc	m2	156	
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
7	Gypsum plasterboard ceilings including cornices, timber bandering, etc	m2	68	
<u>Taking out and removing ironmongery fittings etc</u>				
8	Ironmongery from existing doors	No	51	
<u>Take out and remove doors, windows, etc including thresholds, sills, etc and prepare to receive new doors, frames, windows, etc. (all elsewhere measured)</u>				
9	Timber single door	No	5	
10	Door lockset including handles, escutcheons, cylinders, etc	No	1	
11	Windows size approximately 970 x 1200mm high	No	1	
12	Windows size approximately 970 x 890mm high	No	1	
13	Windows size approximately 1490 x 1200mm high	No	4	
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**REPAIRS, RENOVATIONS AND REHABILITATION
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14	Roller shutter approximately 2100 x 920mm high	No	1		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
15	Drywall partitioning 3000mm high including doors, ironmongery, glazed borrowed lights, etc	m	26		
16	Profiled or corrugated metal roof sheeting and preparing area to receive new roof cover, etc complete	m ²	6		
17	Remove and replace ventilation vents on roof, complete, approximately 1200 x 400mm wide	No	50		
	<u>Hack up and remove screeds, grano, etc from concrete and preparing surfaces to receive new floor finish and covering.</u>				
18	Carpets	m ²	37		
	<u>Hack up/off and remove ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surface for new screed, plaster, tile finish, etc.</u>				
19	Tiles to floors	m ²	16		
20	Tiles to walls	m ²	26		
	<u>Take out and remove ironmongery, etc</u>				
21	Soap dispenser plugged to wall	No	1		
22	Toilet roll holder plugged to wall	No	2		
	<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
23	Tap	No	2		
24	Wash hand basin	No	1		
25	Water Closet Suite Complete	No	2		
26	Steel urinal approximately 1000 x 1000mm high, Complete	No	1		
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**REPAIRS, RENOVATIONS AND REHABILITATION
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**CUTTING THROUGH FLOORS AND
CEILINGS**

Cutting through:

27	200mm Thick reinforced concrete surface bed for 300mm wide concrete water channel and making good concrete on both sides and creating concrete open channel, laid to fall on one side, including steel grid and frame complete, etc.	m	20
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Taking out and removing glass and mirrors

28	Panes exceeding 0,1m2 and not exceeding 0,5m2 (new glazing elsewhere measured)	m2	24
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Repair Works to Roof Covering, etc

29	Carefully take out and replace all leaking roof screws, nails, etc, to existing metal sheeting	m2	2,098
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Remove existing staircase, etc

30	Existing wooden stair case, including landing, complete, etc	No	1
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MAKING GOOD OF FINISHES ETC

Making good face brickwork

31	Wash down existing face bricks wall with approved soap/acid and pressure hose	m2	908
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Making good internal cement plaster

32	Walls in patches	m2	104
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Making good external cement plaster

33	Walls in patches	m2	12
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Making good Tiling

34	To walls	m2	10
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35	To floors	m2	2
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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO.1</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p><u>PREAMBLES</u></p> <p>For preambles refer to "Specification of Materials and Methods to be used", PW371</p> <p><u>NOTE</u></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at maximum 600mm centres, and where described as "bolted" the bolts have been given elsewhere</p> <p><u>Joinery</u></p> <p>Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Bolts</u></p> <p>Bolts shall be in accordance with BS 4190 or SABS 135</p> <p><u>SKIRTINGS</u></p>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
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	<u>Wrought meranti:</u>				
1	19 x 76mm Skirting, including 19 mm quadrant bead nailed	m	52		
	<u>DOORS, ETC</u>				
	<u>Semi-solid core flush doors with concealed hardwood edges and finished both sides with 3,2mm tempered hardboard suitable for painting and hung to steel door frames:</u>				
2	40mm Door 813 x 2032mm high	No	2		
	<u>Solid core flush doors with concealed hardwood edges and finished both sides with 3,2mm tempered hardboard suitable for painting and hung to steel door frames:</u>				
3	Door size 813 x 2032mm high	No	3		
	<u>Purpose made solid core flush doors with concealed hardwood edges and finished both sides with 3,2mm tempered hardboard flush panels suitable for painting and hung to steel door frames:</u>				
4	Door size 877 x 2032mm high, as ablution doors.	No	1		
5	Door size 877 x 2032mm high,	No	1		
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<p><u>BILL NO.2</u></p>			
<p><u>CEILINGS (PROVISIONAL)</u></p>			
<p><u>PREAMBLES</u></p>			
<p>For preambles refer to "Specification of Materials and Methods to be used", PW371</p>			
<p><u>NOTE</u></p>			
<p>All prices/rates to be net, excluding Value Added Tax</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Descriptions</u></p>			
<p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete</p>			
<p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at maximum 600mm centres, and where described as "bolted", these bolts have been given elsewhere</p>			
<p><u>Ceilings</u></p>			
<p>Unless otherwise described, ceilings shall be deemed to be horizontal</p>			
<p><u>Steel components</u></p>			
<p>All steel components for ceilings, partitions, bulkheads, etc. are to be galvanised in accordance with SANS 121</p>			
<p align="right">Carried to Collection</p>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
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Fixing of electrical light fittings, diffusers, panels, etc. to suspended ceilings

Electrical light fittings, diffusers, panels, etc. generally are "lay-in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support, inclusive of any flexibility in setting out that may be required (Ceiling panels have not been deducted and pricing is to take cognisance thereof)

NAILED UP AND SCREWED UP CEILINGS

12,5mm Thick bpg "Gypsum" Rhinoceil plain ceiling board, including 38 x 38mm branderling at 450mm centres using 32 x 2,5mm serrated ceiling clout nails 150mm centres, with covered with Rhinotape fixed over joints and then plastered with 6mm thick rhinolite gypsum plaster

1	Ceilings including 38 x 38mm sawn softwood branderling at 450mm centres	m2	48
2	Vertival ceilings including 38 x 38mm sawn softwood branderling at 450mm centres	m2	20
3	Extra over ceilings for opening for and including 635 x 635mm pressed steel trap door and frame	No	1

SUSPENDED CEILINGS

Proprietary suspended ceilings**Note**

Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance of thereof)

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	<u>1200 x 600 x 12.7mm Thick Gypsum fissured vinyl clad ceiling tiles laid on and including donn T-section inlay exposed Tee suspension ceiling system including galvanised T38 main tees, T25 cross tees, hold-down clips, wedges, etc, all suspended with galvanised hangers at centres not exceeding 1200mm</u>		
4	Horizontal ceilings suspended 1m-2m below trusses	m2	94
	<u>"Donn" cornices to suspended ceilings</u>		
5	"SM25" pre-painted shadow line cornices, nailed to walls	m	50

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Section No. 3
BUILDINGS
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CEILINGS, ETC

**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

Item No	<u>SECTION NO.3</u>	Quantity	Rate	Amount
	<u>BILL NO. 3</u>			
	<u>FLOOR COVERINGS, WALL LININGS, ETC (PROVISIONAL)</u>			
	<u>Fixing</u>			
	Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc			
	<u>FLOOR COVERINGS</u>			
	<u>Carpet (PC Amount R350,00/m2 VAT excl) rate to include supply, installed and transportation to site</u>			
1	On floors	m2	68	
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	Section No. 3 BUILDINGS Bill No. 3 FLOOR FINISHES			

**REPAIRS, RENOVATIONS AND REHABILITATION
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AT THE CHAMDOR TOWNSHIP HUB**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>BILL NO. 4</u>			
	<u>IRONMONGERY (PROVISIONAL)</u>			
	<u>CYLINDER LOCKS, ETC</u>			
	<u>PREAMBLES</u>			
	For preambles refer to "Specification of Materials and Methods to be used", PW371			
	<u>NOTE</u>			
	All prices/rates to be net, excluding Value Added Tax			

	<u>LOCKS</u>			
	<u>"Dorma":</u>			
1	Dorma DMWC-SS-008 Bathroom/WC dead lock (Small case).(St/Steel)	No	21	
2	<u>Door Locks (PC Amount R350,00/m2 VAT excl) rate to include supply, installed and transportation to site</u>	No	30	
	<u>HANDLES</u>			
	<u>"Dorma Kaba"</u>			
3	<u>Door handles (PC Amount R350,00/m2 VAT excl) rate to include supply, installed and transportation to site</u>	Pairs	30	
	<u>BATHROOM FITTINGS</u>			
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	Section No. 3 BUILDINGS Bill No. 4 IRONMONGERY (PROVISIONAL)			

**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

	<u>"Buchel"</u>				
4	Code B3737 stainless steel toilet roll holder	No	2		
5	Code B3720 lockable soap dispenser, plugged	No	1		
6	Code B372 lockable folded paper dispenser	No	1		
	<u>LETTERS, NAME PLATES, ETC.</u>				
	<u>"Dormakaba":</u>				
7	DSS-130 Engraved "Male" information sign, plugged	No	1		
8	DSS-131 Engraved "Female" information sign, plugged	No	1		
	<u>PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC</u>				
	<u>"Flortime Premier" or similar approved synthetic fibrous bulletin pinboard</u>				
9	Size 1500 x 1200mm high with aluminium frame fixed to brickwork	No	5		
	<u>"Parrot products" or similar approved magnetic white board</u>				
10	Size 3000mm wide x 1250mm high x 20mm deep with a 20mm aluminium frame all around and including build in tray, fixed to wall	No	5		
	Carried to Collection				
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
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IRONMONGERY (PROVISIONAL)

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IRONMONGERY (PROVISIONAL)

**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

Item No	Quantity	Rate	Amount
<u>SECTION NO.3</u>			
<u>BILL NO. 5</u>			
<u>METALWORK</u>			
<u>PREAMBLES</u>			
For preambles refer to "Specification of Materials and Methods to be used", PW371			
<u>NOTE</u>			
All prices/rates to be net, excluding Value Added Tax			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Primer</u>			
All surfaces of steelwork to be painted with one coat approved factory etch primer before leaving the workshop of the Manufacturer and all scratches, chips or blemishes to be made good on site after erection. All rates tendered must make provision for this as no claim will afterwards be entertained.			
<u>Bolts, etc.</u>			
Descriptions of bolts shall be deemed to include nuts and washers			
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork and concrete			
Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
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Section No. 3 BUILDINGS Bill No. 5 METALWORK			

Door frames

Unless otherwise described, the following shall be applicable on all door frames:

- Frames shall be double rebated suitable for 40mm thick doors
- One jamb of all frames for single doors shall be factory prepared for striking plate of mortice lock

Striking plates for door frames

Striking plates pressed steel door frames are to be of adjustable chromium-plated type and prepared for mortice locks, unless otherwise described.

Burglar bars to steel windows

Unless otherwise described, all sashes of all windows shall be fitted with 12 x 12mm mild steel square burglar bars to line up with vertical and horizontal sections of frame

Furniture to windows

All windows types shall be fitted with all necessary furniture complete

Glazing beads to steel windows

Where so described, windows are to be fitted with 10 x 10mm aluminium glazing beads, mitred around and screwed to window frame with chromium-plated countersunk screws at maximum 150mm centres

ALUMINIUM WINDOWS, ETC.

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BUILDINGS
Bill No. 5
METALWORK

**REPAIRS, RENOVATIONS AND REHABILITATION
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Extruded aluminium section caselite or similar and approved to comply with aamsa specification. sub frame : hardwood timber or steel acc. manufacturers shop drawings, screwed and plugged to wall and at top & sides only at approx. 250 mm c/c, with openings between wall and aluminium frame sealed internal & external with silicone sealer to match frame colour. aluminum colour to be jasper powder coating finish frame to suite 220mm wall. GSA smartglass™ solarshield® s10 regal blue laminated reflective coated safety glass, complying with sans 1263 part 1, 2 or 3, glazed in accordance with nbr n schedule 1 and sabs 0137.glass properties :• shading coefficient = 0,14 to 0,46• light transmission level = 0 to 30

1 Windows size approximately 1 500 x 1 200mm high with bugler bars

No 4

2 Windows size approximately 970 x 1 200mm high with bugler bars

No 1

3 Windows size approximately 970 x 900mm high with bugler bars

No 1

PRESSED STEEL DOOR FRAMES

1,2mm Double rebated frames suitable for half brick walls

4 Frame for door 813 x 2 032mm high.

No 1

1,2mm Double rebated frames suitable for one brick walls

5 Frame for door 813 x 2032mm high

No 1

1,6mm Purpose made door frames suitable for half brick walls

6 Frame for door 877 x 2032mm high

No 1

1,6mm Purpose made door frames suitable for one brick walls

7 Frame for door 877 x 2032mm high

No 1

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**REPAIRS, RENOVATIONS AND REHABILITATION
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**REPAIRS, RENOVATIONS AND REHABILITATION
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Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>BILL NO. 6</u>			
	<u>PLASTERING</u>			
	<u>PREAMBLES</u>			
	For preambles see "Specification of materials and methods to be used - PW 371"			
	<u>INTERNAL PLASTER</u>			
	<u>One coat 5:1 cement plaster 13mm thick steel trowelled on concrete</u>			
1	On walls	m2	110	
2	On narrow widths	m2	4	
	<u>EXTERNAL PLASTER</u>			
	<u>One coat 5:1 cement plaster 15mm thick steel trowelled on brickwork</u>			
3	On walls	m2	150	
4	On narrow widths	m2	4	
	<u>FLOOR AND WALLS SEALERS</u>			
	<u>Minimum two coats approved epoxy coat:</u>			
5	On screed	m2	173	
	<u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u>			
6	3 x 25mm Flat section brass dividing strips between different floor finishes	m	3	
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
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Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.3</u></p> <p><u>BILL NO. 7</u></p> <p><u>TILING</u></p> <p><u>PREAMBLES</u></p> <p>For preambles refer to "Specifications of Materials and Methods to be used" OW 371.</p> <p><u>NOTE</u></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Prices</u></p> <p>Prices are to include for all square cutting and waste, cleaning off on completion and protection from injury. Areas are measured net to face of bare brickwork and concrete. Any additional area caused by the thickness of tiling and screed are to be allowed for in prices</p> <p><u>Unglazed split tiles</u></p> <p>All tiles to be true and even in shape and free from cracks, chips, blemishes and other defects and to be factory sealed with approved sealer. All tiles to be dipped in water for 24 hours immediately before fixing and are to be bedded in and including cement mortar, unless otherwise described, to true and even surfaces and grouted with 6mm wide continuous joints in both directions, all strictly in accordance with the Manufacture's instructions</p> <p style="text-align: center;">-----</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 3 BUILDINGS Bill No. 7 TILING</p>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
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WALL TILING

Approved white glazed ceramic tiles fixed with approved adhesive to plaster (plaster elsewhere) and flush pointed with approved waterproof tile grout, (PC Amount R350,00/m2 VAT excl) rate to include supply, installed and transportation to site:

1	On walls	m2	96
2	On narrow widths	m2	2

FLOOR TILING

Ceramic floor tiles (PC R 250.00/m2 VAT excl.) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound

3	On floors and landings	m2	40
4	Skirting formed of ceramic tile cut to 100mm high	m	26

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**REPAIRS, RENOVATIONS AND REHABILITATION
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**REPAIRS, RENOVATIONS AND REHABILITATION
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Item No	Quantity	Rate	Amount
<p><u>SECTION NO.3</u></p> <p><u>BILL NO. 8</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles refer to "Specification of Materials and Methods to be used", PW371</p> <p><u>NOTE</u></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Excavations</u></p> <p>Prices for all excavations must include for necessary staging and for the risk of collapse of excavation side and also keeping excavations free from water</p> <p><u>Compacting</u></p> <p>Filling for all types of pipes described as "under solid floors, etc." shall be done with approved backfilling and compacted to 93% Mod. AASHTO density, unless otherwise described</p> <p><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u></p> <p>Stainless steel used for the manufacturing of urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be type 304 (18/8)</p> <p><u>Sealing of abutments</u></p> <p>All sanitary fittings abutting walls, tiled surfaces, vanity slabs, work tops, etc. to be sealed watertight with an approved silicon sealant along all joints</p>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

Tendered rates must make provision for this as no additional claims in this regard will afterwards be entertained

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

PVC pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be solvent weld jointed

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Timber backing boards

Descriptions for fire extinguishers shall be deemed to include hardwood backboard with exposed edges chamfered and finished with three coats approved satin gloss polyurethane varnish

Testing

Descriptions for the testing of plumbing and drainage installations shall be deemed to cater for all testing apparatus, labour, etc. and shall be done strictly as directed by and in accordance to the Principal Agent's instructions, including for retesting after taking out and making good all defective work to his entire satisfaction

SANITARY FITTINGS

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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

"Vaal":

1	"Bantam", Vitreous china, wall hung cloakroom basin colour white, size 455 x 290 with one tap hole, fitted onto vanity top with plain raised single tap hole basin mixer with body extension to manufacturer specification.	No	2
2	"Pearl" vitreous china floor mounted water closet, including the flush valve and, all necessary fixing components and fixing to brickwork, etc	No	2
3	"Protea Paraplegic" Code 750246 paraplegic WC suite comprising white vitreous china 90° outlet pan (code 750200), 9 litre cistern (code 710631) with purpose made CP side flush lever and "DPI - A1 Delux" No 28 double flap white thermostet seat, all necessary fixing components and fixing to brickwork, etc.	No	1
4	"Flatback" 415 x 315 x 275mm white vitreous china wall hung bowl urinal, including 38mm c.p. domical grating (code 8787Z0), c.p. top inlet spreader (code 8543Z0) and two hanger brackets (code 8127Z0)	No	2

WASTE UNIONS, TRAPS, ETC

"Marley":

5	40 x 40mm Reseal "P" or "S" trap	No	1
6	40 x 50mm No 365/50 Chromium-plated bottle trap	No	5

TAPS, VALVES, ETC.

"Cobra":

7	20mm CP Pillar taps	No	4
8	15mm CP angle regulating valve	No	8
9	15mm No 128CA-15 Chromium-plated "Carina" underwall stoptap	No	3
10	.Cobra Watertech 32mm chrome plated basin waste union (Code: 301)	No	2
11	Type FJ6.000 urinal flushvalve with chromium plated finish including flush pipe code FJT5.5	No	2

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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

SANITARY PLUMBING

PVC pipes:

12	50mm Diameter pipes	m	3
13	50mm Diameter pipes in ground "under solid floors, etc.", including excavations not exceeding 1m deep, filling in and compacting	m	2
14	110mm Diameter pipes	m	4
15	110mm Diameter pipes in ground "under solid floors, etc.", including excavations not exceeding 1m deep, filling in and compacting	m	20

Extra over PVC pipes for fittings:

16	50mm Bend	No	2
17	50mm Access bend	No	2
18	50mm Junction	No	1
19	50mm Access junction	No	1
20	110mm Bend	No	2
21	110mm Access bend	No	1
22	110mm Access bend with vent horne	No	2
23	110mm Junction	No	6
24	110mm Access junction	No	4
25	110mm Pan connector	No	2
26	110mm Reducing junction	No	5
27	110mm Eccentric reducer	No	5
28	110mm 2-Way vent valve	No	3

WATER SUPPLIES

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**REPAIRS, RENOVATIONS AND REHABILITATION
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	<p><u>SECTION NO.3</u></p> <p><u>BILL NO. 9</u></p> <p><u>GLAZING</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Specification of materials and methods to be used - PW 371"</p> <p><u>4mm Thick acrylic mirror cut to 1400 x 600mm high, secured in 25 x 25 x 2mm SHS galvanised frame secured to wall with bolts.</u></p>			
1	Mirror 400 x 600 mm high	No	1	
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**REPAIRS, RENOVATIONS AND REHABILITATION
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<u>BILL NO. 10</u>			
<u>PAINTWORK (PROVISIONAL)</u>			
<u>PREAMBLES</u>			
For preambles see "Specification of materials and methods to be used - PW 371"			
<u>PREPARATORY WORK TO EXISTING WORK</u>			
<u>Previously painted plastered surfaces</u>			
Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth			
<u>Previously painted metal surfaces</u>			
Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal			
<u>Previously painted wood surfaces</u>			
Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth			
<u>PAINTWORK, ETC TO NEW WORK ON</u>			
<u>ON FLOATED PLASTER</u>			
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

	<u>Clean down, etc, prepare and stop with interior pollyfilla, apply two coat "Plascon Wall and All" thinned with 10% clean water and two coat eggshell enamel wall paint</u>				
1	Internal walls	m2	86		
2	On narrow widths	m2	4		
	<u>Apply Plaster Primer (UC56) or Professional Plaster Primer (PP 700) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats of Super Acrylic with 1 hour drying time between coats, for maintenance cycle of 5 years in C1 - inland enviroment</u>				
3	External walls	m2	20		
4	On narrow widths	m2	4		
	<u>One coat bonding liquid and two coats exterior quality enamel gloss paint, including all admixture</u>				
5	External walls	m2	140		
	<u>Prepare and paint walls with two coats "Plascon" double velvet top coats.</u>				
6	Soffits	m2	64		
	<u>ON METAL</u>				
	<u>Surface to be clean and dry. Remove surface contaminants using a degreaser with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat of Metal Primer (UC 501) with an overcoating time of 16 hours and finish with two coats of Super Universal Enamel (NY 1/G) with 16 hours drying time between coats, for a maintenance cycle of 3 years in a C1 - inland environment.</u>				
7	Door frames	m2	20		
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**REPAIRS, RENOVATIONS AND REHABILITATION
OF VARIOUS GENERAL BUILDING ELEMENTS
AT THE CHAMDOR TOWNSHIP HUB**

ON WOOD

Three coats approved clear satin gloss polyurethane varnish, to:

8	On door and door frame	m2	18
9	Skirting, cornices, rails, etc. not exceeding 300 mm girth	m	52

On Pre-Cast Concrete

Etching primer and two coats reflective road marking paint on concrete including setting out for the pattern, etc complete.

10	On Kerbs	m	120
11	On concrete	m2	634

Etching primer and two coats reflective road marking paint on brickwork, including setting out for the pattern, etc complete.

12	On brick paving	m2	45
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PAINTWORK ETC TO PREVIOUSLY PAINTED WORK

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PAINTWORK

**REPAIRS, RENOVATIONS AND REHABILITATION
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AT THE CHAMDOR TOWNSHIP HUB**

ON PLASTER ETC

Remove loose and peeling paint back to a firm edge by scraping, sanding or other suitable means, Feather the edges with 100 grit sandpaper and ensure surface is dust free.

Remove surface contaminants using Polycell Sugar Soap solution - 500g Pollycell Sugar Soap Powder (501703) dissolved in 5 litres water, or Polycell Sugar Soap Liquid (5018010). For stubborn contaminants use hot water in the above mix and a bristle broom or scrubbing brush. Rinse with tap water to remove all traces of sugar soap and allow to dry.

Ensure surfaces are clean, dry and sound. Moisture content not more than 8% measured on a Doser Hygrometer BD2 scale (or equivalent) before painting.

Apply Plaster Primer (UC56) or Professional Plaster Primer (PP 700) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats interior quality eggshell enamel gloss paint, including all admixture and allow 1 hour drying time between coats, for maintenance cycle of 5 years in C1 - inland environment

13	On internal floated plastered walls.	m2	3,914
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14	On narrow widths	m	4
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Apply Plaster Primer (UC56) or Professional Plaster Primer (PP 700) to bare and repaired areas. Allow 16 hours to dry. Finish with two coats of Super Acrylic with 1 hour drying time between coats, for maintenance cycle of 5 years in C1 - inland environment

15	On external floated plastered walls.	m2	757
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16	On narrow widths	m	4
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PAINTWORK

**REPAIRS, RENOVATIONS AND REHABILITATION
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**REPAIRS, RENOVATIONS AND REHABILITATION
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BUILDINGS

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AT THE CHAMDOR TOWNSHIP HUB**

Item No	Quantity	Rate	Amount
<p><u>SECTION NO.4</u></p> <p><u>BILL NO.1</u></p> <p><u>GENERAL SITE WORKS (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles refer to "Specification of Materials and Methods to be used", PW371</p> <p><u>NOTE</u></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Supplementary preambles and full descriptions of materials, items, work, etc.</u></p> <p>The Contractor is referred to the previous Section 2 for supplementary preambles and full descriptions of materials, items, work, etc. which shall be regarded to be equally applicable for work described in this Bill, unless specifically otherwise described</p> <p><u>Site clearance</u></p> <p>It will be expected from the the Contractor to clear the whole of the site, including along the fence route, with a mechanical grader prior to any work and/or setting out is commenced with</p> <p>All rubble, rubbish, vegetable soil, shrubs, bush, trees, etc. shall be removed from the whole area and carted away off the construction site to a suitable dumping site, which has to be located by the Contractor, all to the full satisfaction of the Principal Agent</p>			
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Tenderers are to note that this item is measured in "hectares" and tendered rates must make provision for this as no additional claims in this regard will afterwards be entertained

Filling (General)

It will be, at all times, required from the Contractor to apply and execute strict quality control on all filling material used

Samples of potential fill material obtained from excavations, trench excavations, etc. are to be submitted to and approved by the Principal Agent prior the re-use thereof as "filling"

All filling obtained from a commercial source should comply to minimum G6 standard

Should any material be found unsuitable and the use thereof be disapproved, such material shall be disposed and approved material must be sourced and imported from an approved commercial source

Filling in general shall be compacted to the prescribed percentage Mod AASHTO density

Back filling described as:

- **"filling in pipe trenches, etc."**, all backfilling shall be done with approved backfilling compacted to 93% Mod. AASHTO density, unless otherwise described

- **"filling behind retaining walls, etc."**, all backfilling shall be done with approved backfilling compacted to 93 Mod. AASHTO density, unless otherwise described

Density tests

It will be required from the Contractor to execute density tests for monitoring filling at the following minimum frequencies per each filling layer placed:

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- **Filling under surface beds, aprons, channels, etc:**
1 Test per 125m² plan area per each 150mm thick layer
- **Filling behind retaining walls:**
1 Tests per each 150mm thick layer per each 15m length of retaining wall
- **Filling to form building platforms, etc:**
1 Test per 200m² plan area per each 150mm thick layer

Results of density tests executed are to be submitted to and approval obtained from the Principal Agent prior commencement of any subsequent fill layers and/or other work

Tendered rates for all filling in this Bill are to cater for these tests as no separate provision has been made for measurement and payment thereof

No additional claims in this regard will afterwards be entertained

Keeping excavations free from water:

No separate provision has been made in this Bill for measurement and payment for bailing, pumping or otherwise keeping excavations free from water during the construction process of the work measured in this Bill

Therefore, Tenderers are to note that their tendered rates are to cater for the above-mentioned as no claims arising out of their failure to do so will afterwards be entertained

Carting away of excessive and/or unsuitable excavated material

Descriptions for "carting away excessive or unsuitable excavated material from site" shall, unless specifically otherwise described, be deemed to include the loading and hauling of excessive or unsuitable excavated material to a suitable dumping site, which has to be located by the Contractor, off the construction site

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The location of the intended dumping site will be subjected to the prior written approval of the Principal Agent

The Contractor shall also be liable to, upon completion, to rehabilitate all areas of the site which was disturbed during the construction phase due to construction activities, temporarily dumping/spoiling of excavated material, etc. It will be required from the Contractor to grade such areas to follow the adjacent ground contours and afterwards compacted to 80% Mod AASHTO density, all to the full satisfaction of the Principal Agent

Tendered rates must make provision for the above-mentioned as no additional claims in this regard will afterwards be entertained

Concrete cast in panels

All concrete aprons, channels, etc. described as "cast in panels" shall be laid in suitable size alternative panels with the length of any panel not exceeding 2m long

Holes for pipes

Holes for pipes, cutting and fitting around pipes, the making good thereof, etc. in brick and/or concrete sidewalls of catch pits, manholes, valve chambers, etc. shall be deemed to be included in descriptions of pipework

Tendered rates must make provision for this as no additional claims in this regard will afterwards be entertained

Pre-cast concrete paving

- Bedding

Bedding shall be of clean sifted sand spread and levelled to the maximum prescribed thickness. Paving blocks shall be carefully placed so as not to disturb sand bed

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- **Joints between paving blocks**

Clean dry sifted plaster sand shall be worked and vibrated with a vibrator into joints between paving blocks. This process shall be repeated until all joints are properly filled. Upon completion, paving shall be cleaned by sweeping up all excess sand and washing down paving with a slow running hose

- **Paving blocks**

Paving blocks to be approved best quality paving blocks as prescribed, even in size, shape, colour and equal to samples to be submitted to and approved by the Principal Agent

- **Laying pattern**

The laying pattern of paving blocks shall be as described with joint widths limited to maximum 5mm wide

- **Perpend**

All perpend are to be accurately kept. Paving work is to be carefully protected against damage and cement or mortar splashes shall be thoroughly cleaned down on completion. No oiling shall be permitted

- **General**

Special care must be taken to preserve arrises and faces of paving blocks during transit and handling. Any paving blocks on the site not in accordance with the approved samples shall be rejected by the Principal Agent, in which case the delivery and removal of thereof shall be solely for the Contractor's account

Relevant SABS 1200 Specifications

The following relevant SABS 1200 Specifications shall be regarded applicable:

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- Earth mattresses, building platforms, etc:

- SABS 1200 AA General (Small Works)
- SABS 1200 C Site clearance
- SABS 1200 DA Earthworks (Small works)
- SABS 1200 ME Sub-base

- Pipe beddings:

- SABS 1200 DB Earthworks (Pipe trenches)
- SABS 1200 LB Bedding (Pipes)

- Pre-cast paving:

- SABS 1200 AA General (Small Works)
- SABS 1200 MJ Segmented paving

All work related to the above-mentioned elements shall be done with materials specified and in according to methods prescribed by the relevant SABS 1200 referred to

SABS 1200 Specification (General)

The SABS 1200 Specifications as referred to above were drawn up to cover activities normally encountered on civil engineering work, which is equally applicable on work scheduled hereunder for this project

All the specifications referred to above, although not issued with these Bills of Quantities, shall be deemed to form part of this document and shall be considered as applying to the performance of work to be completed in terms of this Section

The Contractor shall obtain a copies of the said specifications from the South African Bureau of Standards and be kept on site at all times

Measurement and payment

Measurement and payment clauses as described in the above-mentioned SABS 1200 Specifications shall not apply to the work as set out in this Bill

THE FOLLOWING IN APRONS

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<u>Earthworks (Work group 104):</u>					
1	Excavate in earth below natural ground level, reduced or made up ground level, not exceeding 2m deep, to reduced levels under aprons, paving, etc	m3	15		
2	Extra over all excavations for carting away excessive or unsuitable excavated material to a dumping site to be located by the Contractor	m3	15		
3	Approved gravel filling obtained from excavations under aprons, etc., spread, levelled, watered, and compacted to 95% Mod. AASHTO density in layers not exceeding 150mm thick	m3	8		
4	Ditto, but approved filling supplied and carted on by the Contractor	m3	8		
5	In-situ compaction of ground or reduced formation levels, including scarifying for a depth of 150mm and compacting to 93% Mod AASHTO density	m2	75		
6	"Modified AASHTO Density" tests		Item		
7	Soil insecticide to bottoms and sides of trenches etc	m2	75		
<u>Unreinforced concrete (Work group 110):</u>					
8	25MPa/19mm Mass concrete in aprons and spoon drain cast in alternating panels	m3	11		
9	Finishing off top of aprons to falls with wooden float whilst concrete is still green	m2	75		
10	450 x 100mm deep spoon channels in top concrete, formed and floated round with a radius of 290mm	m	50		
<u>Test cubes:</u>					
11	Making and testing a set of three concrete strength test cubes, each 150 x 150 x 150mm, sending them to an approved laboratory for testing and paying all charges in connection therewith		Item		
<u>Formwork, etc. to concrete (Work group 111):</u>					
12	Formwork to edges, risers, etc. not exceeding 300mm wide or high	m	50		
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GENERAL ALLOWANCES

13 Allow the amount of R850,000.00 (Eight Hundred and Fifty Thousand) for the rehabilitation and upgrading of the road surface, complete

Item

850,000.00

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<u>BILL NO.1</u>			
<u>PROVISIONAL SUMS</u>			
<u>PROVISIONAL SUMS</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
All prime cost amounts and provisional sums are net and include for delivery to site of all articles concerned			
Sub contractors will be treated as domestic sub contractors for the purpose of this contract. They shall be selected sub contractors and the main contractor will be afforded the opportunity to reject such sub contractors prior to appointment provided reasonable justification is given			
<u>Profit</u>			
Where stated, the contractor may allow for profit if required			
<u>General attendance upon selected sub-contractors</u>			
The item "Attendance" which follows each provisional sum for selected sub-contractors work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected sub-contractors, the following:			
1. The services as in terms of the JBCC Contract document			
2. Making good in all trades and cleaning down and removal of rubbish on completion			
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<u>Contingency sums</u>			
Work for which contingency sums are allowed will be measured and valued in accordance with the JBCC Contract Document and deducted in whole or in part if not required			
<u>PROVISIONAL SUMS FOR SELECTED SUB-CONTRACT WORKS</u>			
<u>Mechanical works, etc:</u>			
1	Provide the sum of R300,000.00 (Three Hundred Thousand) for the design, installation and provision of mechanical works by specialist and the provision of warranties and as built drawings, etc, complete,	Item	300,000.00
2	Allow for profit if required	%	
3	Allow for attendance if required	%	
<u>Electrical Installation, etc:</u>			
4	Provide the sum of R286,000.00 (Two Hundred and Eighty Six Thousand) for the provision of electrical designs, electrical installation, provision of as built drawings by specialist including provision of the COC, etc.	Item	286,000.00
5	Allow for profit if required	%	
6	Allow for attendance if required	%	
<u>Roller Shutter Door Installation, etc:</u>			
7	Provide the sum of R600,000.00 (Six Hundred Thousand) for the removal, provision, repair and installation of new industrial roller shutter doors by specialist, etc.	Item	600,000.00
8	Allow for profit if required	%	
9	Allow for attendance if required	%	
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<u>Fire Equipment, etc:</u>		
10	Provide the sum of R50,000.00 (Fifty Thousand) for the installation of fire equipment by specialist including, etc.	Item 50,000.00
11	Allow for profit if required	%
12	Allow for attendance if required	%
<u>Tenant Installation, etc:</u>		
13	Provide the sum of R100,000.00 (One Hundred Thousand) for Tenant Installation complete, etc.	Item 100,000.00
14	Allow for profit if required	%
15	Allow for attendance if required	%
<u>Poly Carbonate Installation, etc:</u>		
16	Provide the sum of R200,000.00 (Two Hundred Thousand) for the removal and installation of the new poly carbonate sheeting's by specialist including, etc.	Item 200,000.00
17	Allow for profit if required	%
18	Allow for attendance if required	%
<u>Waterproofing and Painting existing to Roof</u>		
19	Provide the sum of R290,000.00 (Two Hundred and Ninety Thousand) for the waterproofing and painting to roof covering, by specialist	Item 290,000.00
20	Allow for profit if required	%
21	Allow for attendance if required	%
<u>Removal and replacement of box gutters, complete, etc:</u>		
22	Provide the sum of R200,000.00 (Two Hundred Thousand) for the removal and replacement of box gutters, by specialist, complete etc.	Item 200,000.00
23	Allow for profit if required	%
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24	Allow for attendance if required		%	
	<u>Fire Detection and Fire Suppression System complete, etc:</u>			
25	Provide the sum of R1,300,000.00 (One Million Three Hundred Thousand) for the design and installation of a fire detection system and a fire suppression system by specialist including provision of all relevant COC and warranties, etc.	Item		1,300,000.00
26	Allow for profit if required		%	
27	Allow for attendance if required		%	
	<u>New Steel Stair Case complete, etc:</u>			
28	Provide the sum of R38,000.00 (Thirty Eight Thousand) for the supply and installation of stair cases by specialist, etc.	Item		38,000.00
29	Allow for profit if required		%	
30	Allow for attendance if required		%	
	<u>Signage:</u>			
31	Provide the amount of R70,000.00 (Seventy Thousand) for signage	Item		70,000.00
32	Allow for profit if required		%	
33	Allow for attendance if required		%	
	<u>Community Liaison Officer, etc:</u>			
34	Provide the sum of R50,000.00 (Fifty Thousand) for Public Participation, etc.	Item		50,000.00
35	Allow for profit if required		%	
36	Allow for attendance if required		%	
	<u>Public Participation, etc:</u>			
37	Provide the sum of R50,000.00 (Fifty Thousand) for Public Participation, etc.	Item		50,000.00
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	Value Added Tax @ 15%		R
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