

PART ONE: GENERAL NOTES TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract documents consist of the JBCC® Agreement Edition 6.2 May 2018 as further amplified/modified within the Conditions of Contract, the drawings listed herein, General Preambles for Trades (2017), JBCC® General Preliminaries (May 2018) and these bills of quantities containing all modifications thereof as incorporated in the documents before the signing of the Contract takes place.

These contract documents supercede all enquiries, proposals, agreements, negotiations and commitments, whether written or verbal, prior to the date of execution of this contract.

Tenderers shall be deemed to have inspected and be fully acquainted with all contract documents prior to the submission of tenders.

2. GENERAL INFORMATION:

Contract Name: Contract No. WCGRB 042526 Refurbishment of Western Cape Gambling and Racing

Location of Site: 24 Fairway Close, Fairway Terraces, Parow

Employer: Western Cape Gambling and Racing Board

Principal Agent: Derek Kock Architects

3. PROVISIONAL BILLS OF QUANTITIES:

The Tenderer is requested to check the number of pages referred to in the "Contents" and, should any of the pages be missing or duplicated, or the figures or writing be indistinct, or the descriptions ambiguous, the Tenderer is to apply to the Quantity Surveyor at once and have the same rectified. Any error arising from the Tenderer's failing to do so will not be admitted after the submission of his tender.

No alterations, erasures or additions may be made by the Tenderer in, from or to these bills of quantities and, should any alteration, erasure or addition be made, the same will not be recognised.

The quantities in these bills of quantities are provisional and are only an indication of the works to be executed and subject to remeasurement on completion.

The quantities included in these bills of quantities are not to be used for ordering purposes. Any ordering of materials, based on these quantities is done at the contractor's own risk.

DESCRIPTION OF WORK:

The description hereunder is a general guide only and tenderers are referred to the Architect's drawings & General Specification for tender purposes. No liability shall be

accepted should the information provided under this heading be considered misleading.

The work involves demolitions, alterations, additions and finishes to an existing two (2) storey office building, comprising of all builder's work items and provisional sums as per the BOQ. The contract covers the complete building construction of the aforementioned elements.

5. SITE SECURITY FENCING:

The site is enclosed by means of existing boundary wall and fencing with access gates. The contractor must protect the works and public during construction and should take this into consideration when pricing the Preliminary and General of the project.

6. SUBMISSION OF TENDER:

Tenders are to be NET and must not contain (directly or indirectly) any allowance, discount, payment or refund in favour of any person, company or concern whatsoever and no such allowance, discount payment or refund is to be made or credited.

The Employer does not bind himself to accept the lowest or any tender.

No qualified tender will be accepted and the Employer reserves the right to reject any qualified tender.

Tenders are to remain open for acceptance or otherwise for a period of 60 days from the date of closing of tenders and shall not be withdrawn or amended during this period.

In the event of any Tenderer not being able to obtain materials and firm quotations for items specified in this tender document, he is to report in writing to the Architect immediately, or not later than three days prior to the closing date of tenders. Should the Tenderer fail to do this, his Tender will be taken as firm for the items as described, and he will be responsible for the supply of the same at the rates tendered.

It is a condition of tender that the Tenderer shall provide with his tender submission, a fully priced copy of this tender document. Failure to provide the above may prejudice the Tenderer in the tender award.

Tenders are not to be emailed, tenders can be couriered or hand delivered to the offices of Western Cape Gambling & Racing Board, 24 Fairway Close, Fairway Terraces, Parow before 11:00 on or before the closing date.

7. CONSTRUCTION PROGRAM AND PROGRAMME PHILOSOPHY

The tenderer will be required to submit their proposed Construction **Programme** together with their tender, outlining construction milestones. Once the successful tenderer has been appointed, they will submit their proposed construction **programme** to the **Principal Agent** for adjudication. To comply with the requirements of clause 12.2.6 of the JBCC Principal Building Agreement, the project **programme** must clearly indicate: the critical path for each section separately, key milestones on the critical path, all dependencies of activities on the critical path.

The **Principal Agent** will then give comments and adjustments and on finalisation, will agree the **programme** with the Contractor.

Thereafter, this **programme** will become the contract **programme**. Once the project **programme** have been accepted, a detailed RFI in relation to the procurement of selected sub-contractors, must be submitted for approval. Failure to provide this by the first valuation of works, will entitle the **Principal Agent** to deduct an additional 3% for payment reduction, until the contractor has complied.

8. CONDITIONS OF CONTRACT

The following clauses, with reference to the Conditions of Contract hereof, are highlighted and tenderers are requested to take particular note of their contents, as no claims due to the misunderstanding of the true meaning and intent thereof will be entertained. Tenderers are to note that these clauses do not in any way reduce their liabilities and/or obligations arising from their compliance with the remainder of the contract documentation.

- 8.1 ADJUSTMENT TO THE CONTRACT VALUE – **FIXED PRICE** and will not be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP). All fluctuations in cost shall be for the account of the Contractor.
- 8.2 CONTRACT DRAWINGS: The drawings, as attached in Part Six, will form part of the contract documents and will be issued with these provisional bills of quantities.

WAIVER OF LIEN: The contractor is required to waive his lien as per JBCC standard Waiver of Lien form and further ensure that a Waiver of Lien is included in all subcontracts.

PRICING OF CONDITIONS OF CONTRACT: These provisional bills of quantities have been formulated in the conventional manner, whereby the conditions of contract/preliminaries have been included as a separate section, in order to enable tenderers to price their site establishment costs, site management, etc.

8.3.1 In pricing the conditions of contract, tenderers are required to price the relevant items individually, a single lump sum conditions of contract amount will not be accepted.

8.3.2 In the event that a tenderer elects not to price the conditions of contract section as contained within these provisional bills of quantities, it will be deemed that all relevant conditions of contract costs would have been included within the rates as tendered within the measured provisional bills of quantities.

Adjustment of the conditions of contract will, in this instance, only be by remeasured final quantities applied to tendered rates. Tenderers acknowledge that, by pricing the conditions of contract in this way, they will forfeit any claim for the independent adjustment of the conditions of contract arising out of an extension of the contract period granted in terms of Clauses 23 and 26 of the principal building agreements.

PRICING OF BILLS: Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, scaffolding, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, scaffold, returning of packing, duties, taxes, establishment charges, overheads, profit and all other obligations arising out of the agreement.

8.4.1 Items left unpriced will be deemed to be covered in prices against other items throughout these provisional bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.

8.4.2 Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

8.4.3 In order to mitigate disruption during normal working hours, the Contractor will be required to execute demolition works, and works generating noise in the least disruptive manner with prior approval from the Principal Agent. Costs for the execution of work under these conditions will be deemed to be included in the rates for such work.

9. INSPECTION OF SITE AND DRAWINGS

The Tenderer shall carry out a full and detailed inspection of all Architects drawings and shall inspect the site, prior to the submission of a tender for the project. By such an inspection, the Tenderer shall be deemed to be fully informed as to the nature and degree of complexity of the project, the constructional problems related thereto, the conditions under which the work is to be carried out, the means of access to site, the nature of the soil and generally of all matters which may influence his tender. No claim of any nature whatsoever will be considered after the submission of tenders, due to failure on the part of the Tenderer to fulfil this obligation.

The tenderer is specifically referred to Annexure D (Returnable Schedules) of this Tender document: Schedule 1 - Site information and the relevant site-specific requirements that may influence the execution of the contract.

Cognisance must be taken of all the information in these Bills of Provisional Quantities when pricing. Should the Tenderer consider that inadequate information has been provided, he shall apply in writing to the Architect for complete information as no claim in this respect will be considered after receipt of tenders.

10. CONTRACT DRAWINGS

A complete set of drawings for the Principal Contract may be inspected at the offices of the Architects, by arrangement.

Drawings and Specifications issued with these tender documents (Annexures F and Annexures G.1 – G.4)

Architectural drawings and specifications:

512_A_01_100 05	Site Plan
512_A_01_101 01	Basement Demolition Plan
512_A_01_101 02	Demolition Plan
512_A_01_201 05	Basement Level Plan
512_A_01_211 02	Basement Ceiling Plan
512_A_01_202 07	Ground Floor
512_A_01_212 02	Ground Floor Ceiling Plan
512_A_01_207 01	Ground Floor Demolition Plan
512_A_01_203 05	First Floor
512_A_01_213 02	First Floor Ceiling Plan
512_A_01_208 01	First Floor Demolition Plan
512_A_01_204 06	Second Floor
512_A_01_214 02	Second Floor Ceiling Plan
512_A_01_209 01	Second Floor Demolition Plan
512_A_01_205 03	Roof
512_A_01_211 03	Sections
512_A_01_401 03	Elevations

512_A_01_402 03 Elevations
512_A_01_500 01 Joinery Schedule

Mechanical Engineers drawings: CM0769/Y1 Ground Floor HVAC

CM0769/Y2 First Floor HVAC
CM0769/Y3 Second Floor HVAC
CM0769/Y4 Basement Floor HVAC
CM0769/Y5 Roof Floor HVAC

Fire Engineers drawings:

CM0769/Y10 Ground Floor Fire
CM0769/Y20 First Floor Fire
CM0769/Y30 Second Floor Fire
CM0769/Y40 Basement Floor Fire

Electrical Engineers drawings:

CE0769/Y1 Basement Power Layout
CE0769/Y2 Basement Lighting Layout
CE0769/Y3 Basement HVAC Power Layout
CE0769/Y4 Ground Floor Power Layout
CE0769/Y5 Ground Floor Lighting Layout
CE0769/Y6 Ground Floor HVAC Power Layout
CE0769/Y7 First Floor Power Layout
CE0769/Y8 First Floor Lighting Layout
CE0769/Y9 First Floor HVAC Power Layout
CE0769/Y10 Second Floor Power Layout
CE0769/Y11 Second Floor Lighting Layout
CE0769/Y12 Second Floor HVAC Power Layout
CE0769/Y13 Basement Electronic Layout
CE0769/Y14 Ground Floor Electronic Layout
CE0769/Y15 First Floor Electronic Layout
CE0769/Y16 Second Floor Electronic Layout
CE0769/Y40 Schedule of Drawings CE0769/Y41 Schedule of Luminaires
CE0769/Y42 Mounting Heights

CE0769/Y43 Illustration of Feeder Box behind Powerskirting
CE0769/Y44 Illustration of Hand Drier Isolator and Outlet
CE0769/Y45 Illustration of Feed to SSO's under Desks
CE0769/Y50 DB Legend Card CE0769/Y51 DB Notes & Symbols
CE0769/Y52 DB BM CE0769/Y53 DB GF CE0769/Y54 DB 1F CE0769/Y55 DB 2F

11. SCHEDULE OF CONTRACTOR'S SITE SUPERVISORY PERSONNEL

The Tenderer is to supply a complete schedule of the site supervisory personnel which he proposes to use on the Works, should he be awarded the Contract. This schedule is to be attached to the Tender Form and shall state the names of personnel and in addition, the amount of time (in percentage form) that each person is anticipated to spend on the Works, his recent experience and the duration of his service with the Company. It will be a Condition of Contract that, once appointed, the personnel named in the schedule are to remain committed to this Contract to the degree stated in the schedule, subject only to their remaining in the Contractor's employ. In the event of the named person leaving the Contractor's employ, a suitable replacement, to the Architect's approval, is to be seconded to the project in fulfilment of the terms of this Clause. The Tenderer is also to submit a schedule indicating their current workload.

12. COMMUNITY LIASON OFFICER

The Employer employs the services of a Nominated Community Liaison Officer (CLO), as listed as an agent in the contract data for the full duration of the contract and their services will be free of charge for the use of the contractor. The contractor must include operational costs involved in the employment of a Community Liaison Officer (CLO) in respect of the contract to exercise his/her duties. The contractor will make provision for an induction and community meeting at the onset of the project. The duties of the CLO shall be in agreed with the employer before commencement of the contract. The Contractor is to ensure all trades that can accommodate local content, meets the minimum target quantity of employment. The contractor is to provide for community employment reporting in his monthly Contractor's report to the Principal Agent.

13. STANDARD SYSTEM OF MEASUREMENT

Items in these Bills of Provisional Quantities have been measured in accordance with "Standard System of Measuring Building Work Seventh Edition 2015 as published by the Association of South African Quantity Surveyors.

14. TRADE NAMES

Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc. clarifying the features of the products/articles

offered. On request returnable samples are to be provided to the project manager for consideration.

15. USE OF BILLS OF PROVISIONAL QUANTITIES FOR SPECIFICATION PURPOSES

The preambles and descriptions contained in these Bills of Provisional Quantities are to be used solely for the purpose of pricing the relevant items of labour and material forming the basis of the Tender. They do not constitute a specification for the Works. Instruction relating to specifications shall only be obtained from the Architect and the use of the preambles and descriptions contained herein for specification purposes by the Contractor will be at the Contractor's risk.

Where an actual product is specified in the Bills of Quantities, the tenderer is to price such product. The tenderer is then permitted to also price a similar, competitive, appropriate and fit-for-purpose alternative product, provided such price and product is clearly identified as a “qualification” in the tender return. The client reserves the right to select either product should the tenderer be successful and be appointed to the project. Should the tenderer not price the actual product specified, then the client reserves the right to deem the tender return incomplete and invalid.

16. VALUE ADDED TAX

All priced items in these bills of quantities, including Prime Cost and Provisional Amounts, are to be priced on a net basis (excluding VAT) and Value Added Tax is to be added only on page 4 of the Form of Tender (Part5).