



**BID NUMBER: LDPWRI- B/20384**

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT**

**For the  
DEPARTMENT OF EDUCATION,  
LIMPOPO PROVINCE  
THROUGH THE FRAMEWORK CONTRACT CATEGORY C  
(3GB AND ABOVE)**

**Issued by:**

Limpopo Department of Public Works, Roads and Infrastructure  
Works Towers Building  
43 Church Street  
Polokwane  
0700

**Contact Person: General Queries**

Name : Mr NJ Motsopye,  
Tel No. : 015 284 7126  
Email : [motsopyen@dpw.limpopo.gov.za](mailto:motsopyen@dpw.limpopo.gov.za)

**Contact Person: Technical Queries**

Name : Mr. MJ Masiya  
Tel No. : 015 284 7257  
Email : [Cngita@gmail.com](mailto:Cngita@gmail.com)

**Name of the Bidder:.....**



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# **PART T1: TENDERING PROCEDURE**

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**



**T1.1 Tender Notice and Invitation to Tender**

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers from contractors appointed on the framework agreement on category **FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT** for a period of 3 months. It is estimated that tenderers must have a CIDB contractor grading designation of **3GB** or higher.

The conditions of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts **Gazette Notice No. 36190 of 25 February 2013** will be applicable on this project

<b>Project Name</b>	<b>APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT</b> for a period of 3 months.	
<b>Tender Number</b>	<b>LDPWRI-B/20384</b>	
<b>Tender documents availability</b>	Limpopo Department of Public Works, Roads and Infrastructure website	
<b>Address for submission of tenders</b>	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
<b>Closing date of the tender</b>	<b>As per Tender invite</b>	
<b>Closing time of the tender</b>	<b>As per Tender invite</b>	
<b>Compulsory briefing meeting</b> ( <i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i> )	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Meeting venue	<b>As per Tender invite</b>
	Date	<b>As per Tender invite</b>
	Time:	<b>As per Tender invite</b>
<b>Evaluation criteria</b>	<ol style="list-style-type: none"> <li>1. Compliance with mandatory or compulsory requirements</li> <li>2. Risk assessment on current projects</li> <li>3. Price</li> <li>4. Preference</li> </ol>	
<b>Mandatory or Compulsory Requirements</b> ( <i>failure to submit or comply with these requirements will lead to automatic disqualification</i> )	Only tenderers who are appointed on category A registered with the Construction Industry Development Board (CIDB) with designation of <b>3 GB</b> or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated	
	Completed and signed Form of Offer	

## T1.2 Tender Data

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice <b>No. 36190 of 25 February 2013</b>. In this case, contractor shall provide a <b>minimum Contract Participation Goal (CPG) of 5%</b> of the total project value and develop targeted enterprises stated under C3 of this document.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p>
C.1.1	The Employer is the Department of Public Works, Roads and Infrastructure
C.1.2	<p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>The Contract Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Joint Venture Agreement (If Applicable)</p> <p><b>The Contract Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3.1 Special Notes to Bidders</p>

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C.1.4	<p>All communications related to this bid should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	The employer reserve to cancel the tender prior to the award of the tender.
C1.6.2	A competitive negotiation procedure will not be followed.
C1.6.3	A two-stage system will not be followed.
C.2.1	<p><b>Eligibility in respect of CIDB grading</b></p> <p>Only tenderers who are appointed on framework agreement category A and registered with the Construction Industry Development Board (CIDB) with designation of <b>3GB</b> or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p>
C2.2	<p><b>Cost of tendering</b></p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p>
C.2.7	<p><b>Compulsory site briefing</b></p> <p>A compulsory briefing meeting will be held <b>as per Tender invite</b></p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list.</p>
C.2.11	<p><b>Alterations to the documents</b></p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>
C.2.12	<p><b>Alternative tender offer</b></p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p><b>Replace sub-clause C.2.13.2 with the following;</b> Return all returnable documents to the employer after completing them in their entirety by writing in <b>non-erasable black ink</b></p>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.4	The tender shall be signed by a person duly authorized to do so.

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C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS &amp; INFRASTRUCTURE.</b>  <b>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699</b>  <b>Identification details:</b> Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>
C.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C.2.16.1	<p>The tender offer validity period is <b>12 weeks or 90 days.</b></p>
C.2.16.2	<p>The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer-evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
C.3.1	<p>The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> <li>- Persons who had no franchise in national elections prior to 1983 and 1993</li> <li>- Promotion of women owned enterprises</li> <li>- Disabled persons</li> <li>- Promotion of SMMEs</li> <li>- Enterprise located in Limpopo Province</li> <li>- Promotion of youth</li> <li>- South African owned enterprises</li> </ul>
	<p><b><i>CIDB Grading Certificate</i></b></p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p><b><i>Letter of Good Standing</i></b></p> <p>Tender are required to submit, bound with the tender submission, a letter of good from the Compensation commissioner indicating that the bidder is in good standing.</p>
C3.2	<p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
C.3.2.1	<p>Tenders will <b>not</b> be opened immediately after the closing time for tenders.</p>

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C.3.2.2	<p>The tenderers will be evaluated in four stages</p> <ul style="list-style-type: none"><li>(i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1</li><li>(ii) Stage 2: Risk assessment on current projects</li><li>(iii) Stage 3: Price</li><li>(iv) Stage 4: Preference</li></ul> <p>The technical capacity (functionality) of the contractors will not be evaluated any further during evaluation of the RFQ. However, the contractors will be required to declare the status of their key staff and any administrative compliance. In cases where there are changes in the key staff, the contractor should provide CVs and qualifications of the new staff to LDPWR&amp;I. The new staff should have similar skills, qualifications and experience as the staff submitted during tender. Similarly, the contractors will be expected to provide an update on any changes in their administrative compliances – and should submit the required SBD document in such cases.</p> <p>The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.</p> <p>The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.<sup>1</sup></p>
	<ul style="list-style-type: none"><li>a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.</li><li>b) Stage 2: Risk assessment on current projects</li></ul> <p>The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.</p>



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**Stage 3 and 4:**

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points ( $T_{EV}$ ) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

- a)  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$$

Where:

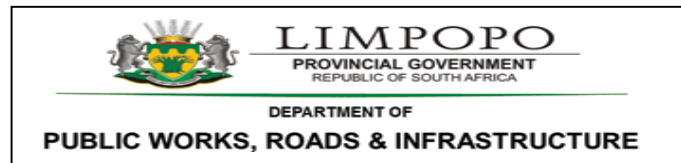
$A$  is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

$P$  is the points awarded to the bid under consideration

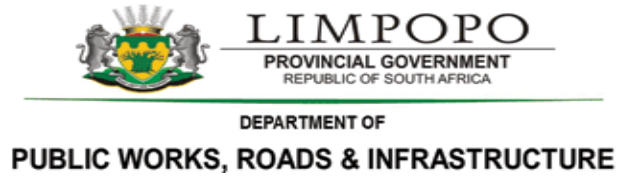
$P_m$  is the lowest Comparative bid price

$P_o$  is the comparative price under consideration

- b)  $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18



## **PART T2: RETURNABLE DOCUMENTS**



## **T2.1 : LIST OF RETURNABLE DOCUMENTS**

The following documents will form part of the documents submitted to the Contractors as part of the Request for Proposals:

- 2.1 Fully completed Form of Offer
- 2.2 Bills of Quantities- P's and G's are to have a summarized lump sum total, the BOQ to be filled in full
- 2.3 Record of Addenda to tender documents (if applicable)
- 2.4 Proposed amendments and qualifications (if applicable)
- 2.5 Proof of specific goal for award of the preference points as determined on the Request for Proposal.
- 2.6 SBD 1
- 2.7 SBD 6.1
- 2.8 Declaration on the status of Administration compliance.
- 2.9 CIDB grading certificate
- 2.10 CSD Report
- 2.11 Tax clearance certificate
- 2.12 Declaration of current projects

The following will render the bidder's proposal not responsive and will not be considered:

- I. Failure by the service provider to submit or complete item 2.1, 2.2, 2.3, 2.4 and 2.8
- II. The bidder who appears on National Treasury's list of black listed entities.



**T 2.2: RETURNABLE SCHEDULE**

	Document Name	Returnable document
1.	Preferencing schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Proposed amendments and qualifications (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	SBD 1: Invitation to tender	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Form of offer	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	CSD summary report	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Original tax clearance certificate or tax pin	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Priced bills of quantities	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Proof of CIDB class grading: 3GB or higher.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Declaration with regard to current projects	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	JV agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No



## Declaration on the status of administrative compliance

Please indicate, by circling either **Yes** or **No**, whether the administrative information submitted with the original framework tender documents has changed or not. If yes, kindly provide the particulars below with any supporting documents.

.....

.....

.....

.....

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Enterprise* .....

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**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

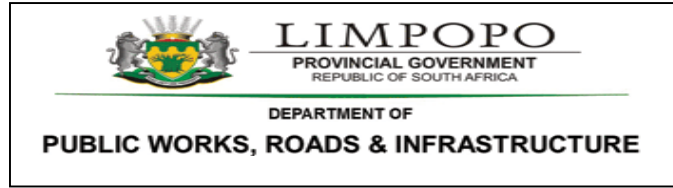
Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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**Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

*Tenderer* .....

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

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**SBD 1  
PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE</b>					
<b>BID NUMBER:</b>	LDPWRI-B/20390	<b>CLOSING DATE</b>	As per Tender Advert	<b>CLOSING TIME:</b>	11:00am
<b>DESCRIPTION</b>	<b>APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
<b>CONTACT PERSON</b>	Mr. NJ Motsopye				
<b>TELEPHONE NUMBER</b>	0152847126	<b>E-MAIL ADDRESS</b>		motsopyen@dpw.limpopo.gov.za	
<b>CONTACT PERSON (TECHNICAL)</b>	Mr. MJ Masiya/Mr CE Setati				
<b>TELEPHONE NUMBER</b>	015 284 7219	<b>E-MAIL ADDRESS</b>		Cngita@gmail.com	
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>		<b>OR</b>	<b>CENTRAL SUPPLIER DATABASE No:</b>	MAAA
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>					
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO



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**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B: TERMS AND CONDITIONS FOR BIDDING**

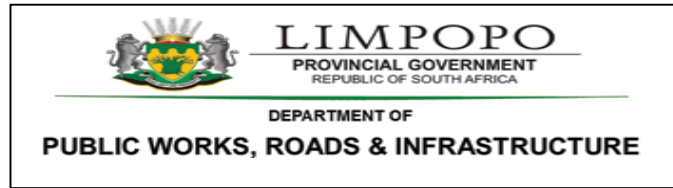
<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**1.1. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1983 and 1993	-	6	-	
Promotion of Women owned enterprises	-	3	-	
Disabled persons	-	2	-	
Promotion of SMMEs	-	2	-	
Enterprises located in Limpopo Province	-	4	-	
Promotion of youth	-	1	-	
South African owned enterprises	-	2	-	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....





**DECLARATION OF CURRENT PROJECTS**

Current value refers to current value of projects for both General Building (GB) and Civil Engineering (CE).

Please list the current projects which your company is busy executing in the table below.

*If no projects at the moment the tender must indicate/write on this table*

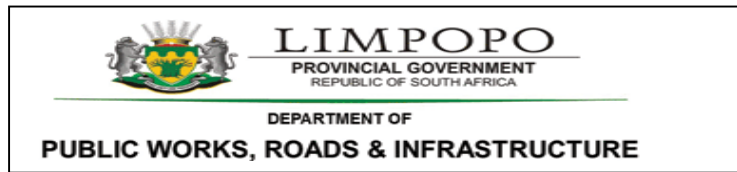
**Table 1 List of current projects executed by the bidder**

1. Do you have the current projects being executed Yes/No?
2. If Yes, please indicate the details on the table below. Please note that it is compulsory to answer the question and if the answer is yes, complete the table. If the question not answered or the table not completed the points will not be allocated.

Project Description	Project Value	Start date	Planned end date	Client Name	Contact Person number

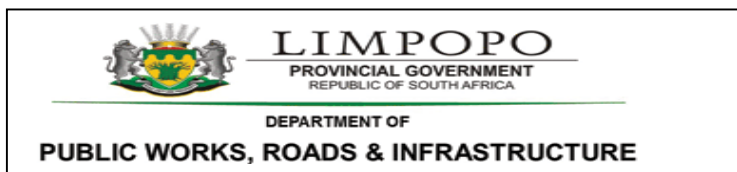
**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**


**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT : LDPWRI-B/20384**



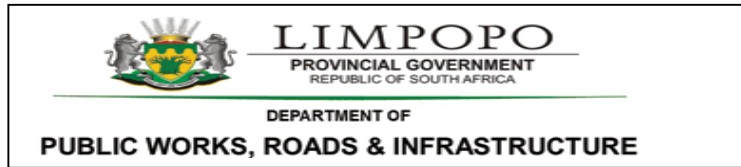
## **THE CONTRACT**

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## **PART C1: AGREEMENT AND CONTRACT DATA**

---



## **C1.1. FORM OF OFFER AND ACCEPTANCE**

### **Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### **APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE, MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### **THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

Rand (in words); R.....

.....

(in figures) R.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....

Name & signature of witness .....

Date

## **Acceptance (To be completed by the employer – not the bidder)**

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

### **For the Employer**

Signature .....

Name .....

Capacity .....

### **Name and address of organization**

### **Signature and Name of Witness**

Signature .....

Name .....

Capacity .....

## Schedule of Deviations

1 Subject .....

    Details .....

.....

.....

.....

.....

2 Subject .....

    Details .....

.....

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3 Subject .....

    Details .....

.....

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.....

.....

4 Subject .....

    Details .....

.....

.....

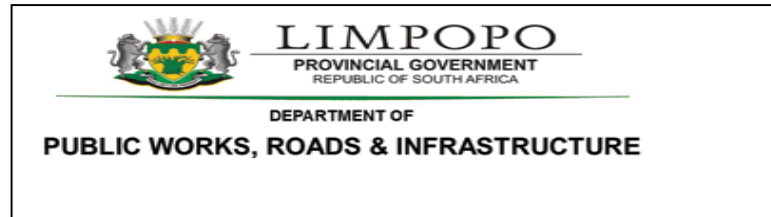
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By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

.....



## C2.1 CONTRACT DATA

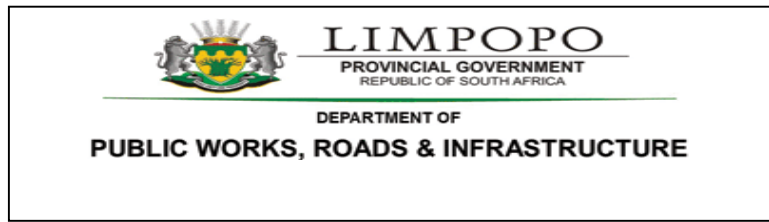
The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013.**"





## PART C2: PRICING DATA

### C2.1 Pricing instruction

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- The shall set a minimum of 5 % of the project value for sub-contractor determine the amount to be paid for the Contract Participation Goal (CPG).

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE,  
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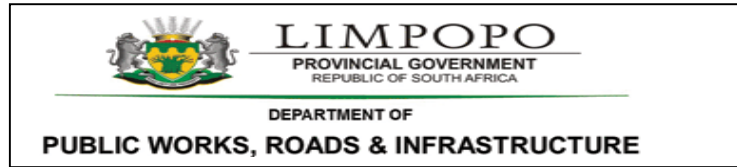


**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS & INFRASTRUCTURE**

## **PART C2.2: BILLS OF QUANTITIES**

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SEILA CRECHE,  
MONNATHOKO CRECHE, MABUTSE CRECHE AND KUDUBELA CRECHE IN CAPRICORN DISTRICT :  
LDPWRI-B/20384



## **PART C3 SCOPE OF WORKS**



## PART C3.1: SPECIAL NOTES TO BIDDERS

The following special conditions are for compliance and attention to bidders:

- 1.2. LDPWR&I reserve the right to call interviews with short-listed bidders before final selection.
- 1.3. LDPWR&I reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 1.4. LDPWR&I reserve the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 1.5. The proposals submitted must be in line with the detailed specification.
- 1.6. LDPWR&I reserve the right to cancel or withdraw this bid if:
  - i. Due to changed circumstances, there is no longer a need for this services; or
  - ii. Funds are no longer available to cover the total envisaged expenditure; or
  - iii. No acceptable bids are received; or
  - iv. There is a material irregularity in the Bid process.
- 1.7. In the case of sub-contracting or joint venture agreement, LDPWR&I will enter into a single contract with the principal bidder.
- 1.8. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 1.9. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.10. Successful bidder will be required to sign and enter into a formal contract upon the award.
- 1.11. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 1.12. Bid documents must be submitted physically to the closing address as reflected on the Request for Quotations.
- 1.13. Quotations received after the closing date and time will not be accepted for consideration.
- 1.14. This request for bid document contains confidential information about LDPWR&I, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 1.15. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LDPWR&I.
- 1.16. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 1.17. References to LDPWR&I must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LDPWR&I.



1.18. The client reserves the right not to award more than one project per bidder, should the highest bidder already been awarded a project, the second highest scoring bidder will be considered.

1.19. Attachments for Specific Goals Points

- I. Persons who had no franchise in national elections prior to 1983 and 1993-(Attach Directors 's certified copy of South African ID & CK as proof )
- II. Promotion of Women owned enterprises - (Attach Director's certified copy of South African ID & CK)
- III. Disabled persons-(Attach letter /Medical certificate from Healthcare professional)
- IV. Promotion of SMMEs -(Attach Financial statement as proof for SMME turnover)
- V. Enterprise located in Limpopo Province-(Attach proof of enterprise address/Lease agreement as proof of enterprise residential address)
- VI. Promotion of youth-(Attach Directors 's certified] copy of South African ID as proof)
- VII. South African owned enterprises -(Attach Directors 's certified] copy of South African ID as proof + company registration documents )

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p>General</p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>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</p> <p>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</p> <p>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</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>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</p> <p>vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to collection**

**Section NO.01**

**Bill NO.01**

**PRELIMINARIES**

**KUDUBELA CRECHE**

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

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:

...and the Pricing Instructions contained in the Pricing Data after the word measuring system.

Clause 1.1 Definition of "Contract Documents" is amended by adding the following:

.....this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "Schedule" is amended by adding the following:

.....and in the Contract Data. at the end on the sentence ending with agreement

Clause 1.1 Definition of "Commencement Date" is added: Commencement date means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

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

**Carried to collection**

**Section NO.01  
Bill NO.01  
PRELIMINARIES  
KUDUBELA CRECHE**



Construction guarantee means 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:

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 tenderers (prior to or 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 the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

**Carried to collection**

**Section NO.01  
BILL NO.01  
PRELIMINARIES  
KUDUBELA CRECHE**

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

Principal Agent means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

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

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

**Objective and Preparation (A2 - A14)**

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 "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.

**Carried to collection**

**Section NO.01  
Bill NO.01  
PRELIMINARIES  
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<p><b>7 Compliance with laws and regulations (clause 7)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>8 Works risk (clause 8)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>9 Indemnities (clause 9)</b></p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (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 installments 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 attorneys 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> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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Fixed	Item		
Value Related	Item		
Time Related	Item		
<p><b>10 Works insurances (clause 10)</b></p> <p>Clause 10.0 is amended by the addition of the following clauses</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractors 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</p> <p>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</p> <p>(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</p> <p>(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</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p style="text-align: right;"><b>Carried to collection</b></p>			
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>			

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

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

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

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

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(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall 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 sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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

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

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<p>10.7.2 Injury to persons or loss of or damage to property</p> <p>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</p> <p>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</p> <p>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 contractors 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</p> <p>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 contractors 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</p>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>Carried to collection</b>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				







Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>18 Setting out of the works (clause 18)</b>			
<p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>19 Assignment (clause 19)</b>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>Carried to collection</b>			
<b>Section NO.01</b>			
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20 <b>Nominated sub-contractors (clause 20)</b>	Clause 20.0	Item	
Clause 20.1.3 is amended by replacing it with the following:	No Clause	Item	
Fixed	Value Related	Item	
Time Related	21 <b>Selected sub-contractors (clause 21)</b>	Item	
Fixed	Value Related	Item	
Time Related	22 <b>Employer's direct contractors (clause 22)</b>	Item	
<p>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</p>	Fixed	Item	
Value Related	Time Related	Item	
	<b>Carried to collection</b>	Item	
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>			

23 <b>Contractor's domestic sub-contractors (Clause 23)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
<b>COMPLETION</b>				
<b>Completion (A24-A30)</b>				
24 <b>Practical completion (clause 24)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
25 <b>Works completion (clause 25)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
26 <b>Final completion (clause 26)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
27 <b>Latent defects liability period (clause 27)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
<b>Carried to collection</b>				
<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b>				

28	<p><b>Sectional completion (clause 28)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
29	<p><b>Revision of date of practical completion (clause 29)</b></p> <p>Clause 29.1.1 shall be deemed to be omitted and replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>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</p> <p>Add Clause 29.9 as follows:</p> <p>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.</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p>Clause 29.10.1</p> <p>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 any time, 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.</p>				
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				

<p>Clause 29.10.2</p> <p>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.</p> <p>Clause 29.10.3</p> <p>The contractors entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>30 Penalty for non-completion (clause 30)</b></p> <p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<b>Carried to collection</b>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				

<b>Payment (A31 - A35)</b>				
31	<b>Interim payment to the contractor (clause 31)</b>			
	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			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
32	<b>Adjustment to the contract value (clause 32)</b>			
	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	Item		
	Value Related	Item		
	Time Related	Item		
33	<b>Recovery of expense and loss (clause 33)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
<b>Carried to collection</b>				
<b>Section NO.01</b>				
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34	<p><b>Final account and final payment (clause 34)</b></p> <p>Clause 34.0</p> <p>Clause 34.2 is amended by inserting # next to 34.2</p> <p>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"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
35	<p><b>Payment to other parties (clause 35)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
	<p><b>Cancellation (A36-A39)</b></p>				
36	<p><b>Cancellation by employer - contractor's default (clause 36)</b></p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p>				
	<p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				

<p>Clause 36.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>37 Cancellation by employer - loss and damage (clause 37)</b></p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>				

38	<p><b>Cancellation by contractor - employer's default (clause 38)</b></p> <p>Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
39	<p><b>Cancellation - cessation of the works (clause 39)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Dispute Settlement (A40)</b></p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>					



**41 State Substitutions (clause 41)**

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.

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<p>40.4 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>Contract Variables (A41)</b></p>			
<p><b>42 The Schedule (clause 42)</b></p>			
<p>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>SECTION B: PRELIMINARIES</b></p>			
<p><b>Definition and interpretation (B1)</b></p>			
<p><b>43 Definition and interpretation</b></p>			
<p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>Carried to collection</b></p>			
<p><b>Section NO.01 Bill NO.01 PRELIMINARIES KUDUBELA CRECHE</b></p>			

<b>Documents (B2)</b>				
44 <b>Checking of documents (B2.1)</b>	<p>These bills of quantities:</p> <p>1) contain pages and annexes as indexed, and;</p> <p>2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item		
45 <b>Provisional bills of quantities (B2.2)</b>	<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item		
	<b>Carried to collection</b>			
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46 <b>Availability of construction documentation (B2.3)</b>	The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period	Item	Item	Item	
	Fixed				
	Value Related				
	Time Related				
47 <b>Interests of agents (B2.4)</b>	Fixed	Item	Item	Item	
	Value Related				
	Time Related				
48 <b>Priced documents (B2.5)</b>	Fixed	Item	Item	Item	
	Value Related				
	Time Related				
49 <b>Tender submission (B2.6)</b>	Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders	Item	Item	Item	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"				
	Fixed				
	Value Related				
	Time Related				
	<b>Carried to collection</b>				
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53	<b>Existing premises occupied (B3.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
54	<b>Previous work - dimensional accuracy (B3.5)</b>				
	Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
55	<b>Previous work - defects (B3.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
56	<b>Services - known (B3.7)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
57	<b>Services - unknown (B3.8)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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58 <b>Protection of trees, etc (B3.9)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 <b>Articles of value (B3.10)</b>				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 <b>Inspection of adjoining properties, etc (B3.11)</b>				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Management of contract (B4)</b>			
61 <b>Management of the works (B4.1)</b>				
	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.			
	<b>Carried to collection</b>			
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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 planning requirements of the Client.
- 3) 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 cashflow 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.

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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 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.

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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**

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 contractors 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.

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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 contractors 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 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.

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<p>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.</p> <p>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.</p> <p>The contractor acknowledges that the principal agents 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.</p>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>63 Progress meetings (B4.3)</b>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>64 Technical meetings (B4.4)</b>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>Carried to collection</b>				
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80	<b>Ablution facilities (B7.5)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Prime cost amounts (B8)</b>				
81	<b>Responsibility for prime cost amounts (B8.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Attendance on nominated and selected subcontractors (B9)</b>				
82	<b>General attendance (B9.1)</b>				
	The schedule rates providing for attendance on nominated subcontractors and other contractors, will be adjusted only if the scope of the work has changed				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
83	<b>Special attendance (B9.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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84 <b>Commissioning - Fuel, water and electricity (B9.3)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Financial aspects (B10)</b>			
85 <b>Statutory taxes, duties and levies (B10.1)</b>	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
86 <b>Payment of preliminaries (B10.2)</b>	Fixed		Item	
	Value Related		Item	
	Time Related		Item	
87 <b>Adjustment of preliminaries (B10.3)</b>	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		
	<b>Carried to collection</b>			
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	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	<b>As built information (B11.11)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	<b>Tenant installations (B11.12)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Schedule of variables (B12)</b>			
101	<b>Pre-tender information (B12.1)</b>			
	This schedule contains all variables referred to in this document and is divided into pretender 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		
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
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**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

**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**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

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:

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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

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:

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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.

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 (yes/no) NO

Specific requirements:

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**12.1.16 Water**

[7.2] Option A (by contractor) (yes/no) YES

**12.1.17 Electricity**

[7.3] Option A (by contractor) (yes/no) YES

**12.1.18 Telecommunications**

[7.4] Telephone (yes/no) YES

Facsimile (yes/no) YES

E-mail (yes/no) YES

**12.1.19 Ablution facilities**

[7.5] Option A (by contractor) (yes/no) YES

Option B (by employer) (yes/no) NO

**12.1.20 Protection of existing/sectionally occupied works**

[11.2] Protection is required (yes/no) YES

**12.1.21 Special attendance**

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

[9.2] Subcontractor (1) Details:

Subcontractor (2) Details:

Subcontractor (3) Details:

**12.1.22 Protection of the works**

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102	<p>[11.1] Specific requirements:</p> <p>All work that requires protection during construction must be adequately protected up to practical completion by the contractor</p> <p>12.1.23 Disturbance</p> <p>[11.5] Specific requirements:</p> <p>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> <p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements:</p> <p>None</p> <p><b>Post-tender information (B12.2)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (prorated) (yes/no) YES</p> <p>Option B (calculated) (yes/no) NO</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>	Item			
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	<p>12.2.2 Adjustment of preliminaries</p> <p>[10.3] Option A (three categories) (yes/no) YES</p> <p>Option B (detailed breakdown) (yes/no) NO</p> <p>12.2.3 Additional agreed preliminaries items</p> <p>Details:</p> <p>None</p> <p><b>103 Other post tender information (B12.3)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>104 Clause C1 - Contract drawings</b></p> <p>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</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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105	<b>Clause C2 - General Preambles</b>			
	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	Item		
	Value Related	Item		
	Time Related	Item		
106	<b>Clause C3 - Site instructions</b>			
	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	Item		
	Time Related	Item		
107	<b>Clause C4 - Trade Names</b>			
	Wherever a trade name for any product has been described in the bills of quantities, the tenderers 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			
	<b>Carried to collection</b>			
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<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>108 <b>Clause C5 - Overtime</b></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>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>109 <b>Clause C6 - As-built drawings</b></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>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
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<p><b>Carried to collection</b></p>				
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110	<b>Clause C5 - Labour record</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
111	<b>Clause C6 - Plant record</b>				
	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			
112	<b>Clause C7 - Non-cession of monies</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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113	<p><b>Clause C8 - Occupational Health and Safety Act</b></p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
114	<p><b>Clause C12 - Security Check of Personnel</b></p>				
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></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</p> <p>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> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>115 Clause C13 - HIV/Aids Awareness</b></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</p> <p>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,</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>KUDUBELA CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p>			
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<p>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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>116 Clause C13.1 - Awareness Champion</b></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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>117 Clause C13.2 - Awareness Workshop</b></p>				
<p>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</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
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118	<b>Clause C13.3 - Posters, booklets, videos, etc.</b>				
	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	Item			
	Time Related	Item			
119	<b>Clause C13.4 - Access to Condoms</b>				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	<b>Clause C13.5- Monitoring</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
	<b>Section NO.01 Bill NO.01 PRELIMINARIES KUDUBELA CRECHE</b>				

**COLLECTION**

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Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 2km to store and handed over to the employer

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc  
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

**Carried to final summary**

**Section NO.02  
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Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO.02</u></b></p> <p><b><u>ROOF COVERINGS, CLADDINGS, ETC</u></b></p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><i>Profiled metal sheeting is available in various thicknesses Usually Z275 spelter galvanising is used in inland areas and Z600 spelter galvanising for coastal areas. However galvanised sheeting is generally not used in coastal areas When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</i></p> <p><i>Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium</i></p> <p><b><u>sundries</u></b></p> <p><b><u>Fibre Flex membrane free "Duram Rubberflex Waterproofing" or equally approved waterproofing</u></b></p>				
1	on roofs	m2	50		
	<b>Carried to collection</b>				
	<p><b>Section No.2</b>  <b>BILL NO.02</b>  <b>ROOF COVERINGS, CLADDINGS</b>  <b>KUDUBELA CRECHE</b></p>				

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Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.03</u></b>				
	<b><u>CARPENTRY AND JOINERY</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	<u>Decorative thermosetting plastic laminate covering</u>				
	Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
	<b><u>TIMBER DOORS, WINDOWS, ETC</u></b>				
	<b><u>DOORS, ETC</u></b>				
	<u>Wrought Meranti doors hung to steel frames</u>				
1	40 mm Single panel stable door 813 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint	No	5		
2	40 mm Single panel stable door 1600 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint	No	1		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.03</b>				
	<b>CARPENTRY AND JOINERY</b>				
	<b>KUDUBELA CRECHE</b>				

<p><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></p>	No	2	
<p>3 40mm Door 914 x 2032mm high</p>			
<p><b><u>EAVES,VERGES,ETC</u></b></p>			
<p>15x225mm Fascia and barge board screwed to timber trusses(elsewhere) with two brass screws at maximum 1200mm centres and jointed with and including standard aluminium half round cover strips at all joints</p>	m	20	
<p>4</p>			
<p>Carried to collection</p>			
<p>Section NO.02 Bill NO.03 CARPENTRY AND JOINERY KUDUBELA CRECHE</p>			

Collection	Page	Amounts
Total brought forward from page no	65	
	66	
Carried to building works summary		
Section NO.02 Bill NO.03 CARPENTRY AND JOINERY KUDUBELA CRECHE		



Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.04</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the 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>Bulkheads</u></p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> <p><b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b></p> <p><b><u>NAILED-UP CEILINGS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Openings</u></p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.04</b></p> <p><b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b></p> <p><b>KUDUBELA CRECHE</b></p>				

<p><u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u></p>			
<p>1 Ceilings including 38 x 38 mm sawn softwood brandering at 450 mm centres generally in one direction and 38 x 38 mm branders and cross branders at joints and edges of boards( Office and class 04)</p>	m2	40	
<p>2 Extra over ceiling for 600 x 600 mm trap door of 50 x 76 mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around</p>	No	1	
<p><b><u>Cornices</u></b></p>			
<p>3 50mm fibre cement covered cornice</p>	m	68	
<p style="text-align: center;"><b>Carried to collection</b></p>			
<p><b>Section NO.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING KUDUBELA CRECHE</b></p>			

Collection	Page	Amount
Total brought forward fromm page no	68	
	69	
<b>Carried to final summary</b>		
Section NO.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING KUDUBELA CRECHE		





Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.06</u></b></p> <p><b><u>METALWORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><b><u>STEEL GATES, SCREENS, ETC</u></b></p> <p><b><u>STEEL WINDOWS, DOORS, ETC</u></b></p> <p><b><u>Standard residential windows with 10mm square burglar bars to fixed lights and opening sashes</u></b></p>				
1	Window type ND4 Size,1022 x 1500 mm high	No	7		
	<p><b><u>WELDED SCREENS,GATES,ETC Steel gates and frames</u></b></p> <p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 2100x900mm high</p>				
2		No	2		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.06</b></p> <p><b>METALWORK</b></p> <p><b>KUDUBELA CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	73	
Carried to building works summary		
Section NO.02 Bill NO.06 METALWORK KUDUBELA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.2</u></b>				
	<b><u>BILL NO.07</u></b>				
	<b><u>TILING</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>GRANOLITHIC</u></b>				
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
	<u>Wall tiling</u>				
	Glazed ceramic wall tiles fixed with adhesive to plaster (plaster elsewhere) (PC Amount R150-00/thousand Vat excl supplied and delivered to site)				
1	On walls	m2	1		
2	On narrow widths	m2	1		
3	On walls in isolated panels, splashbacks, etc	m2	1		
	<b><u>FLOOR TILING</u></b>				
	300 x 300 x 11,5mm Ceramic floor tiles fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound (PC Amount R150-00/thousand Vat excl supplied and delivered to site)				
1	On floors and landings	m2	172		
2	Skirting	m	123		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.07</b>				
	<b>TILING</b>				
	<b>KUDUBELA CRECHE</b>				



Collection	Page	Amounts
Total brough forward from page no	75	
<b>Carried to building works summary</b>		
Section NO.02 Bill NO.07 TILING KUDUBELA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.08</u></b>				
	<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>SANITARY FITTINGS ETC</u></b>				
1	Junior toilet seats including lid	No	4		
	<b>Carried to collection</b>				
	Section NO.02 Bill NO.08 PLUMBING AND DRAINAGE (PROVISIONAL) KUDUBELA CRECHE				

Collection	Page	Amounts
Total brough forward from page no	77	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.08 PLUMBING AND DRAINAGE (PROVISIONAL) KUDUBELA CRECHE</b>		



Collection	Page	Amounts
Total brough forward from page no	79	
Carried to building works summary		
Section NO.02 Bill NO.09 ELECTRICAL WORK KUDUBELA CRECHE		



Collection	Page	Amounts
Total brought forward from page no	81	
Carried to building works summary		
Section No.2 Bill NO.10 GLAZING KUDUBELA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>Bill NO.11</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p><i>Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</i></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p>				
1	Ceilings and beams ("White" colour group)	m2	90		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b> <b>Bill NO.11</b> <b>PAINT WORK</b> <b>KUDUBELA CRECHE</b></p>				



<b><u>ON METAL SURFACES</u></b>				
<u>One coat alkyl based zinc phosphate primer, one coat alkyl based universal undercoat and two coats superior quality universal enamel paint, on steel</u>				
2	On Steel gates	m2	20	
3	Door Frame	m2	14	
<b><u>One primer,one undercoat and two coats alkyl enamel paint on steel</u></b>				
	Waterproof roof paint	m2	400	
<b><u>ON WOOD SURFACES</u></b>				
<u>Three coats superior quality polyurethane suede varnish</u>				
4	Doors	m2	25	
<b><u>PAINTWORK, ETC TO NEW WORK</u></b>				
<b><u>ON INTERNAL AND EXTERNAL FLOATED PLASTER SURFACES</u></b>				
<u>One coat alkali resistant primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u>				
5	Walls	m2	393	
<b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>				
<b><u>ON INTERNAL &amp; EXTERNAL FLOATED PLASTER SURFACES</u></b>				
<b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>				
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>				
<u>Two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint</u>				
6	Walls	m2	50	
<u>Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition</u>				
7	Fascias and barge boards not exceeding 300mm girth	m	35	
<b>Carried to collection</b>				
<b>Section NO.02</b>				
<b>Bill NO.11</b>				
<b>PAINT WORK</b>				
<b>KUDUBELA CRECHE</b>				

Collection	Page	Amounts
Total brough forward from page no	83	
	84	
Carried to building works summary		
Section NO.02 Bill NO.11 PAINT WORK KUDUBELA CRECHE		

Bill no	<u>FINAL SUMMARY BUILDING WORKS</u>		PAGE NO		Amounts
1	Alterations	Page	62	R	
2	Roof coverings, claddings, etc	Page	64	R	
3	Carpentry and joinery	Page	67	R	
4	Ceilings, partitions and access flooring	Page	70	R	
5	Ironmongery	Page	72	R	
6	Metalwork	Page	74	R	
7	Tiling		76		
8	Plumbing and drainage	Page	78	R	
9	Electrical work	Page	80	R	
10	Glazing		82	R	
11	Paint work		85	R	
	<b>Sub-total for net building works</b>			R	
	<b>FINAL SUMMARY BUILDING WORKS KUDUBELA CRECHE</b>				

**FINAL SUMMARY OF KUDUBELA CRECHE COMMUNITY  
CRECHE**

**SECTION NO.01**

**PRELIMINARIE AND GENERAL**

**SECTION NO.02**

**BUILDING WORKS**

**Page**

**Amount**

58

86

**CARRIED TO CLUSTER FINAL SUMMARY OF CAPRICORN  
ECDS**

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p>General</p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>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</p> <p>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</p> <p>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</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>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</p> <p>vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>				

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to collection**

**Section NO.01**

**Bill NO.01**

**PRELIMINARIES**

**MABUTSE COMMUNITY CRECHE**

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

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:

...and the Pricing Instructions contained in the Pricing Data after the word measuring system.

Clause 1.1 Definition of "Contract Documents" is amended by adding the following:

.....this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "Schedule" is amended by adding the following:

.....and in the Contract Data. at the end on the sentence ending with agreement

Clause 1.1 Definition of "Commencement Date" is added:  
Commencement date means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

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

**Carried to collection**

**Section NO.01**  
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**PRELIMINARIES**  
**MABUTSE COMMUNITY CRECHE**

Construction guarantee means 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:

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 tenderers (prior to or 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 the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

**Carried to collection**

**Section NO.01**  
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Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:

Principal Agent means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

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

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

**Objective and Preparation (A2 - A14)**

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 "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.

**Carried to collection**

**Section NO.01**  
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<p><b>7 Compliance with laws and regulations (clause 7)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>8 Works risk (clause 8)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>9 Indemnities (clause 9)</b></p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (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 installments 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 attorneys 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> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>10 Works insurances (clause 10)</b>			
Clause 10.0 is amended by the addition of the following clauses			
10.5 Damage to the Works			
(a) Without in any way limiting the contractors 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			
<b>Carried to collection</b>			
<b>Section NO.01 Bill NO.01 PRELIMINARIES MABUTSE COMMUNITY CRECHE</b>			

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

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

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

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

**Carried to collection**

**Section NO.01**  
**Bill NO.01**  
**PRELIMINARIES**  
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(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall 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 sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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

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

**Carried to collection**

**Section NO.01**  
**Bill NO.01**  
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10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractors 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 contractors 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

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Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>18 Setting out of the works (clause 18)</b>			
<p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>19 Assignment (clause 19)</b>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>Carried to collection</b>			
<b>Section NO.01</b>			
<b>Bill NO.01</b>			
<b>PRELIMINARIES</b>			
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20	<p><b>Nominated sub-contractors (clause 20)</b></p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
21	<p><b>Selected sub-contractors (clause 21)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
22	<p><b>Employer's direct contractors (clause 22)</b></p> <p>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>					

23	<b>Contractor's domestic sub-contractors (Clause 23)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>COMPLETION</b>				
	<b>Completion (A24-A30)</b>				
24	<b>Practical completion (clause 24)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
25	<b>Works completion (clause 25)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
26	<b>Final completion (clause 26)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
27	<b>Latent defects liability period (clause 27)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
	<b>Section NO.01 Bill NO.01 PRELIMINARIES MABUTSE COMMUNITY CRECHE</b>				

28	<p><b>Sectional completion (clause 28)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p><b>Revision of date of practical completion (clause 29)</b></p> <p>Clause 29.1.1 shall be deemed to be omitted and replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>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</p> <p>Add Clause 29.9 as follows:</p> <p>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.</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p>Clause 29.10.1</p> <p>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 any time, 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.</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>					

<p>Clause 29.10.2</p> <p>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.</p> <p>Clause 29.10.3</p> <p>The contractors entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>30 Penalty for non-completion (clause 30)</b></p> <p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<b>Carried to collection</b>				
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				

<b>Payment (A31 - A35)</b>				
31	<b>Interim payment to the contractor (clause 31)</b>			
	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			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
32	<b>Adjustment to the contract value (clause 32)</b>			
	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	Item		
	Value Related	Item		
	Time Related	Item		
33	<b>Recovery of expense and loss (clause 33)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
<b>Carried to collection</b>				
<b>Section NO.01</b>				
<b>Bill NO.01</b>				
<b>PRELIMINARIES</b>				
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34	<p><b>Final account and final payment (clause 34)</b></p> <p>Clause 34.0</p> <p>Clause 34.2 is amended by inserting # next to 34.2</p> <p>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"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
35	<p><b>Payment to other parties (clause 35)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
36	<p><b>Cancellation (A36-A39)</b></p> <p><b>Cancellation by employer - contractor's default (clause 36)</b></p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b></p> <p><b>Bill NO.01</b></p> <p><b>PRELIMINARIES</b></p> <p><b>MABUTSE COMMUNITY CRECHE</b></p>				



<p>Clause 36.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>37 Cancellation by employer - loss and damage (clause 37)</b></p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				

38	<p><b>Cancellation by contractor - employer's default (clause 38)</b></p> <p>Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
39	<p><b>Cancellation - cessation of the works (clause 39)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Dispute Settlement (A40)</b></p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>					

<p>40 <b>Disputes Settlement (clause 40)</b></p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>State Provision (A41)</b></p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>Carried to collection</b></p>				
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				

**41 State Substitutions (clause 41)**

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.

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<p>40.4 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>Contract Variables (A41)</b></p>			
<p><b>42 The Schedule (clause 42)</b></p>			
<p>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>SECTION B: PRELIMINARIES</b></p>			
<p><b>Definition and interpretation (B1)</b></p>			
<p><b>43 Definition and interpretation</b></p>			
<p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p><b>Carried to collection</b></p>			
<p><b>Section NO.01  Bill NO.01  PRELIMINARIES  MABUTSE COMMUNITY CRECHE</b></p>			

<b>Documents (B2)</b>				
44	<b>Checking of documents (B2.1)</b>			
	These bills of quantities:			
	1) contain pages and annexes as indexed, and;			
	2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances			
	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			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
45	<b>Provisional bills of quantities (B2.2)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
<b>Carried to collection</b>				
<b>Section NO.01</b>				
<b>Bill NO.01</b>				
<b>PRELIMINARIES</b>				
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46 <b>Availability of construction documentation (B2.3)</b>	The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period	Item	
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
47 <b>Interests of agents (B2.4)</b>	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
48 <b>Priced documents (B2.5)</b>	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
49 <b>Tender submission (B2.6)</b>	Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders	Item	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"	Item	
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
<b>Carried to collection</b>	<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b>		

	<p><b>The site (B3)</b></p> <p>50 <b>Defined works area (B3.1)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>51 <b>Geotechnical investigation (B3.2)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>52 <b>Inspection of the site (B3.3)</b></p> <p>Tenderers 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.</p> <p>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p style="text-align: right;"><b>Carried to collection</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>					



53	<b>Existing premises occupied (B3.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
54	<b>Previous work - dimensional accuracy (B3.5)</b>				
	Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
55	<b>Previous work - defects (B3.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
56	<b>Services - known (B3.7)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
57	<b>Services - unknown (B3.8)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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58 <b>Protection of trees, etc (B3.9)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 <b>Articles of value (B3.10)</b>				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 <b>Inspection of adjoining properties, etc (B3.11)</b>				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Management of contract (B4)</b>			
61 <b>Management of the works (B4.1)</b>				
	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.			
	<b>Carried to collection</b>			
	<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b>			

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 planning requirements of the Client.
- 3) 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 cashflow 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.

**Carried to collection**

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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 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.

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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**

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 contractors 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.

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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 contractors 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 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.

**Carried to collection**

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<p>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.</p> <p>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.</p> <p>The contractor acknowledges that the principal agents 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.</p>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>63 Progress meetings (B4.3)</b>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>64 Technical meetings (B4.4)</b>				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>Carried to collection</b>				
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75	<b>Subcontractors notice board (B6.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Temporary services (B7)</b>				
76	<b>Location (B7.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
77	<b>Water (B7.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
78	<b>Electricity (B7.3)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
79	<b>Telecommunication facilities (B7.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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80	<b>Ablution facilities (B7.5)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Prime cost amounts (B8)</b>				
81	<b>Responsibility for prime cost amounts (B8.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Attendance on nominated and selected subcontractors (B9)</b>				
82	<b>General attendance (B9.1)</b>				
	The schedule rates providing for attendance on nominated subcontractors and other contractors, will be adjusted only if the scope of the work has changed				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
83	<b>Special attendance (B9.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
	<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b>				

84 <b>Commissioning - Fuel, water and electricity (B9.3)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Financial aspects (B10)</b>			
85 <b>Statutory taxes, duties and levies (B10.1)</b>	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
86 <b>Payment of preliminaries (B10.2)</b>	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 <b>Adjustment of preliminaries (B10.3)</b>	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		
	<b>Carried to collection</b>			
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88	<b>Payment certificate cash flow (B10.4)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>General (B11)</b>			
89	<b>Protection of works (B11.1)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
90	<b>Protection/isolation of existing/sectionally occupied works(B11.2)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
91	<b>Site security (B11.3)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
92	<b>Notice before covering work (B11.4)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Carried to collection</b>			
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	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	<b>As built information (B11.11)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	<b>Tenant installations (B11.12)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Schedule of variables (B12)</b>			
101	<b>Pre-tender information (B12.1)</b>			
	This schedule contains all variables referred to in this document and is divided into pretender 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		
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
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**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

**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**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

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:

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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

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:

**Carried to collection**

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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.

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 (yes/no) NO

Specific requirements:

**Carried to collection**

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**12.1.16 Water**

[7.2] Option A (by contractor) (yes/no) YES

**12.1.17 Electricity**

[7.3] Option A (by contractor) (yes/no) YES

**12.1.18 Telecommunications**

[7.4] Telephone (yes/no) YES

Facsimile (yes/no) YES

E-mail (yes/no) YES

**12.1.19 Ablution facilities**

[7.5] Option A (by contractor) (yes/no) YES

Option B (by employer) (yes/no) NO

**12.1.20 Protection of existing/sectionally occupied works**

[11.2] Protection is required (yes/no) YES

**12.1.21 Special attendance**

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

[9.2] Subcontractor (1) Details:

Subcontractor (2) Details:

Subcontractor (3) Details:

**12.1.22 Protection of the works**

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102	<p>[11.1] Specific requirements:</p> <p>All work that requires protection during construction must be adequately protected up to practical completion by the contractor</p> <p>12.1.23 Disturbance</p> <p>[11.5] Specific requirements:</p> <p>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> <p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements:</p> <p>None</p> <p><b>Post-tender information (B12.2)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (prorated) (yes/no) YES</p> <p>Option B (calculated) (yes/no) NO</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>	Item			
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12.2.2 Adjustment of preliminaries				
[10.3] Option A (three categories) (yes/no) YES				
Option B (detailed breakdown) (yes/no) NO				
12.2.3 Additional agreed preliminaries items				
Details:				
None				
<b>103 Other post tender information (B12.3)</b>				
All post-tender information for this section will be determined once tender is awarded				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>SECTION C: SPECIFIC PRELIMINARIES</b>				
Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item				
<b>104 Clause C1 - Contract drawings</b>				
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 the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent				
Fixed	Item			
Value Related	Item			
Time Related	Item			
<b>Carried to collection</b>				
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105	<b>Clause C2 - General Preambles</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
106	<b>Clause C3 - Site instructions</b>				
	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	Item			
	Time Related	Item			
107	<b>Clause C4 - Trade Names</b>				
	Wherever a trade name for any product has been described in the bills of quantities, the tenderers 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				
	<b>Carried to collection</b>				
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	<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
108	<b>Clause C5 - Overtime</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
109	<b>Clause C6 - As-built drawings</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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110	<b>Clause C5 - Labour record</b>			
	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			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
111	<b>Clause C6 - Plant record</b>			
	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		
112	<b>Clause C7 - Non-cession of monies</b>			
	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	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Carried to collection</b>			
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113 **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).

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

114 **Clause C12 - Security Check of Personnel**

**Carried to collection**

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	<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</p> <p>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> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>115 Clause C13 - HIV/Aids Awareness</b></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</p> <p>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,</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MABUTSE COMMUNITY CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p>			
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<p>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			
Value Related	Item		
Time Related	Item		
<p><b>116 Clause C13.1 - Awareness Champion</b></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		
Time Related	Item		
<p><b>117 Clause C13.2 - Awareness Workshop</b></p>			
<p>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</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p><b>Carried to collection</b></p>			
<p><b>Section NO.01 Bill NO.01 PRELIMINARIES MABUTSE COMMUNITY CRECHE</b></p>			

118	<b>Clause C13.3 - Posters, booklets, videos, etc.</b>				
	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	Item			
	Time Related	Item			
119	<b>Clause C13.4 - Access to Condoms</b>				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	<b>Clause C13.5- Monitoring</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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Carried to Final Summary

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.01</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for alteration purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p>				
	<b>Carried to final summary</b>				
	<p><b>Section NO.02</b>  <b>Bill NO.01</b>  <b>ALTERATIONS</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				

Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 2km to store and handed over to the employer

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc  
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

**Carried to final summary**

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<b><u>Taking out/off and removing glass and mirrors</u></b>					
	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	5		
<b><u>MAKING GOOD OF FINISHES ETC</u></b>					
<u>Making good gypsum plasterboard ceilings and timber brandering</u>					
1	Ceilings in patches	m2	5		
<b><u>Testing and Electrical fault finding</u></b>					
2	Removal of faulty flourescent lights	No	3		
3	Removal of faulty light bulbs	No	3		
<b><u>SERVICING OF DOORS AND WINDOWS</u></b>					
4	Replace window stays, handles and pegs ,hooks	No	15		
5	Remove door striker plate and replace with new	No	5		
6	Tighten loose door striker plate	No	2		
<b><u>Removal of doors, windows, fittings etc</u></b>					
7	Removal of wooden door size 813X2032mm	No	5		
8	Removal of wooden door size 1620X2032mm	No	1		
<b>Carried to collection</b>					
<b>Section NO.02</b>					
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Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO.02</u></b></p> <p><b><u>ROOF COVERINGS, CLADDINGS, ETC</u></b></p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><i>Profiled metal sheeting is available in various thicknesses Usually Z275 spelter galvanising is used in inland areas and Z600 spelter galvanising for coastal areas. However galvanised sheeting is generally not used in coastal areas When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</i></p> <p><i>Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium</i></p> <p><b><u>sundries</u></b></p> <p><b>Fibre Flex membrane free "Duram Rubberflex Waterproofing" or equally approved waterproofing</b></p>				
1	on roofs	m2	50		
	<b>Carried to collection</b>				
	<p><b>Section No.2</b>  <b>BILL NO.02</b>  <b>ROOF COVERINGS, CLADDINGS</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				



Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.03</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Decorative thermosetting plastic laminate covering</u></p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p><b><u>TIMBER DOORS, WINDOWS, ETC</u></b></p> <p><b><u>DOORS, ETC</u></b></p> <p><u>Wrought Meranti doors hung to steel frames</u></p> <p>40 mm Single panel stable door 813 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint</p> <p>1</p> <p>40 mm Single panel stable door 1600 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint</p> <p>2</p>	No	5		
		No	1		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.03</b></p> <p><b>CARPENTRY AND JOINERY</b></p> <p><b>MABUTSE COMMUNITY CRECHE</b></p>				

<p><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></p>	No	2	
<p>3 40mm Door 914 x 2032mm high</p>			
<p><b><u>EAVES,VERGES,ETC</u></b></p>			
<p>15x225mm Fascia and barge board screwed to timber trusses(elsewhere) with two brass screws at maximum 1200mm centres and jointed with and including standard aluminium half round cover strips at all joints</p>	m	20	
<p>4</p>			
<p><b>Carried to collection</b></p>			
<p><b>Section NO.02 Bill NO.03 CARPENTRY AND JOINERY MABUTSE COMMUNITY CRECHE</b></p>			

Collection	Page	Amounts
Total brought forward from page no	65	
	66	
Carried to building works summary		
Section NO.02 Bill NO.03 CARPENTRY AND JOINERY MABUTSE COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.04</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the 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>Bulkheads</u></p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> <p><b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b></p> <p><b><u>NAILED-UP CEILINGS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Openings</u></p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.04</b></p> <p><b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b></p> <p><b>MABUTSE COMMUNITY CRECHE</b></p>				



<u>6,4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u>			
Ceilings including 38 x 38 mm sawn softwood brandering at 450 mm centres generally in one direction and 38 x 38 mm branders and cross branders at joints and edges of boards( Office and class 04)	m2	85	
Extra over ceiling for 600 x 600 mm trap door of 50 x 76 mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around	No	2	
<u>Gypsum plasterboard cornices</u>			
3 76 mm Coved cornices	m	60	
<b>Carried to collection</b>			
<b>Section NO.02          Bill NO.04          CEILINGS, PARTITIONS AND ACCESS FLOORING          MABUTSE COMMUNITY CRECHE</b>			

Collection	Page	Amount
Total brought forward fromm page no	68	
	69	
<b>Carried to final summary</b>		
<b>Section NO.02</b> <b>Bill NO.04</b> <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b> <b>MABUTSE COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.05</u></b>				
	<b><u>IRONMONGERY</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>EN-SUITE LOCKS</u></b>				
1	Door hooks( double doors)	No	2		
	<b><u>LOCKS</u></b>				
	Approved				
2	75mm Three lever upright mortice locket with satin chrome furniture	No	10		
	<b><u>DOORSTOPS</u></b>				
	Approved				
3	38mm Diameter rubber door stop plugged and screwed to wall or door	No	10		
	<b><u>LETTERS,NAMEPLATES,ETC</u></b>				
4	Pinning boards 2400 x 1500mm high fixed to brickwork	No	2		
5	Vitrex system enamelled green type writing board, with wall mounted centre board 4800 x 1220mm	No	2		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.05</b>				
	<b>IRONMONGERY</b>				
	<b>MABUTSE COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brought forward from page no	71	
<b>Carried to final summary</b>		
Section NO.02 Bill NO.05 IRONMONGERY MABUTSE COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.06</u></b></p> <p><b><u>METALWORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><b><u>STEEL GATES, SCREENS, ETC</u></b></p> <p><b><u>STEEL WINDOWS, DOORS, ETC</u></b></p> <p><u>Standard school windows buglars</u></p>				
1	Burglar bars to window type ND4, 1632 x 1215 mm	No	10		
	<p><b><u>WELDED SCREENS.GATES.ETC Steel gates and frames</u></b></p> <p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high</p>				
2		No	6		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b>  <b>Bill NO.06</b>  <b>METALWORK</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>				

3	<p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 1620x2032mm high</p>	No	2		
<b>Carried to collection</b>					
<p><b>Section NO.02</b>  <b>Bill NO.06</b>  <b>METALWORK</b>  <b>MABUTSE COMMUNITY CRECHE</b></p>					



Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.07</u></b>				
	<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>SANITARY FITTINGS ETC</u></b>				
1	Kitchen double bowl sink	No	1		
2	Sink mixer	No	1		
	<b><u>SOIL DRAINAGE</u></b>				
	<u>French drains</u>				
3	French drain 1000 x 1800 mm deep x 6000 mm long	No	1		
	<u>Vertical SG1 polyethylene drinking water tanks with black lining internally</u>				
4	2500 Litre circular tank 1,42 m diameter x 1,86 m high, approximately 3 m above ground level including the following accesories Pressure pump and tank stand installations including and the pressure pump cage	No	1		
	<b><u>FIRE APPLIANCES ETC</u></b>				
5	9 kg dry chemical powder fire extinguisher( Mounted with Lebel)	No	2		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.07</b>				
	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>				
	<b>MABUTSE COMMUNITY CRECHE</b>				



Collection	Page	Amounts
Total brough forward from page no	76	
<b>Carried to building works summary</b>		
Section NO.02 Bill NO.07 PLUMBING AND DRAINAGE (PROVISIONAL) MABUTSE COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.08</u></b>				
	<b><u>ELECTRICAL WORK</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>Distribution boards etc</u>				
	Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings				
	<u>Switches, socket outlets, etc</u>				
	Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates				
	<u>Light fittings</u>				
	Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described				
	<b><u>LUMINAIRES</u></b>				
1	1500 mm Open Channel Fluorescent lamp luminaire LLB suitable for ceiling mounting , complete with 2x36w tube with SABS mark	No	3		
2	Flourescent tube 2x36w	No	3		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.08</b>				
	<b>ELECTRICAL WORK</b>				
	<b>MABUTSE COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brough forward from page no	78	
Carried to building works summary		
Section NO.02 Bill NO.08 ELECTRICAL WORK MABUTSE COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.2</u></b>				
	<b><u>BILL NO.09</u></b>				
	<b><u>GLAZING</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>Float glass</u>				
	The term "float glass" is used for monolithic annealed glass				
	<b><u>GLAZING TO STEEL WITH PUTTY</u></b>				
	<u>3 mm Clear float glass</u>				
1	Panes exceeding 0,1m <sup>2</sup> and not exceeding 0,5m <sup>2</sup>	m2	4		
	Carried to collection				
	Section No.2 BILL NO.09 GLAZING MABUTSE COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	80	
<b>Carried to building works summary</b>		
<b>Section No.2 Bill NO.09 GLAZING MABUTSE COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>Bill NO.10</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p><i>Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</i></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p>				
1	Ceilings and beams ("White" colour group)	m2	90		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b> <b>Bill NO.10</b> <b>PAINT WORK</b> <b>MABUTSE COMMUNITY CRECHE</b></p>				

<b><u>ON METAL SURFACES</u></b>				
<u>One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel</u>				
2	On Steel gates	m2	20	
3	Door Frame	m2	14	
<b><u>ON WOOD SURFACES</u></b>				
<u>Three coats superior quality polyurethane suede varnish</u>				
4	Doors	m2	25	
<b><u>PAINTWORK, ETC TO NEW WORK</u></b>				
<b><u>ON INTERNAL AND EXTERNAL FLOATED PLASTER SURFACES</u></b>				
<u>One coat alkali resistant primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u>				
5	Walls	m2	120	
<b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>				
<b><u>ON INTERNAL &amp; EXTERNAL FLOATED PLASTER SURFACES</u></b>				
<b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>				
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>				
<u>Two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint</u>				
6	Walls	m2	50	
<u>Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition</u>				
7	Fascias and barge boards not exceeding 300mm girth	m	35	
<b>Carried to collection</b>				
<b>Section NO.02</b>				
<b>Bill NO.10</b>				
<b>PAINT WORK</b>				
<b>MABUTSE COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brough forward from page no	82	
	83	
Carried to building works summary		
Section NO.02 Bill NO.10 PAINT WORK MABUTSE COMMUNITY CRECHE		



Bill no	<u>FINAL SUMMARY BUILDING WORKS</u>		PAGE NO		Amounts
1	Alterations	Page	62	R	
2	Roof coverings, claddings, etc	Page	64	R	
3	Carpentry and joinery	Page	67	R	
4	Ceilings, partitions and access flooring	Page	70	R	
5	Ironmongery	Page	72	R	
6	Metalwork	Page	75	R	
7	Plumbing and drainage	Page	77	R	
8	Electrical work	Page	79	R	
9	Glazing		81	R	
10	Paint work		84	R	
	<b>Sub-total for net building works</b>			R	
	<b>FINAL SUMMARY BUILDING WORKS MABUTSE COMMUNITY CRECHE</b>				

**FINAL SUMMARY OF MABUTSE COMMUNITY CRECHE**

**SECTION NO.01**

**PRELIMINARIE AND GENERAL**

**Page**

**Amount**

58

**SECTION NO.02**

**BUILDING WORKS**

85

**CARRIED TO CLUSTER FINAL SUMMARY OF CAPRICORN  
ECDS**

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p>General</p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>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</p> <p>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</p> <p>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</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>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</p> <p>vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				

**SECTION A: JBCC PRINCIPAL BUILDING  
 AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

Fixed

Item

Value Related

Item

Time Related

Item

Carried to collection

Section NO.01

Bill NO.01

PRELIMINARIES

MONNATHOKO COMMUNITY CRECHE

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

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:

...and the Pricing Instructions contained in the Pricing Data after the word measuring system.

Clause 1.1 Definition of "Contract Documents" is amended by adding the following:

.....this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "Schedule" is amended by adding the following:

.....and in the Contract Data. at the end on the sentence ending with agreement

Clause 1.1 Definition of "Commencement Date" is added: Commencement date means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

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

**Carried to collection**

**Section NO.01**  
**Bill NO.01**  
**PRELIMINARIES**  
**MONNATHOKO COMMUNITY CRECHE**

Construction guarantee means 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:

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 tenderers (prior to or 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 the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

**Carried to collection**

**Section NO.01**  
**Bill NO.01**  
**PRELIMINARIES**  
**MONNATHOKO COMMUNITY CRECHE**

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

Principal Agent means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

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

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

**Objective and Preparation (A2 - A14)**

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 "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.

**Carried to collection**

**Section NO.01  
 Bill NO.01  
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 MONNATHOKO COMMUNITY CRECHE**





<p><b>7 Compliance with laws and regulations (clause 7)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>8 Works risk (clause 8)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>9 Indemnities (clause 9)</b></p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (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 installments 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 attorneys 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> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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Fixed	Item			
Value Related	Item			
Time Related	Item			
10 <b>Works insurances (clause 10)</b>				
Clause 10.0 is amended by the addition of the following clauses				
10.5 Damage to the Works				
(a) Without in any way limiting the contractors 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				
<b>Carried to collection</b>				
<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MONNATHOKO COMMUNITY CRECHE</b>				

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

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

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

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

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(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall 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 sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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

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

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<p>10.7.2 Injury to persons or loss of or damage to property</p> <p>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</p> <p>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</p> <p>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 contractors 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</p> <p>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 contractors 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</p>				
<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>Carried to collection</b></p>				
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Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>18 Setting out of the works (clause 18)</b>			
<p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>19 Assignment (clause 19)</b>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>Carried to collection</b>			
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>			



20	<p><b>Nominated sub-contractors (clause 20)</b></p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
21	<p><b>Selected sub-contractors (clause 21)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
22	<p><b>Employer's direct contractors (clause 22)</b></p> <p>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>					

23	<b>Contractor's domestic sub-contractors (Clause 23)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>COMPLETION</b>			
	<b>Completion (A24-A30)</b>			
24	<b>Practical completion (clause 24)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
25	<b>Works completion (clause 25)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
26	<b>Final completion (clause 26)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
27	<b>Latent defects liability period (clause 27)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
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28	<p><b>Sectional completion (clause 28)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
29	<p><b>Revision of date of practical completion (clause 29)</b></p> <p>Clause 29.1.1 shall be deemed to be omitted and replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>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</p> <p>Add Clause 29.9 as follows:</p> <p>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.</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p>Clause 29.10.1</p> <p>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 any time, 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.</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>					

<p>Clause 29.10.2</p> <p>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.</p>				
<p>Clause 29.10.3</p> <p>The contractors entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>30 <b>Penalty for non-completion (clause 30)</b></p>				
<p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Carried to collection</b></p>				
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				



34	<p><b>Final account and final payment (clause 34)</b></p> <p>Clause 34.0</p> <p>Clause 34.2 is amended by inserting # next to 34.2</p> <p>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"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
35	<p><b>Payment to other parties (clause 35)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Cancellation (A36-A39)</b></p>	Item			
36	<p><b>Cancellation by employer - contractor's default (clause 36)</b></p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>					

<p>Clause 36.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>37 Cancellation by employer - loss and damage (clause 37)</b></p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				

38	<p><b>Cancellation by contractor - employer's default (clause 38)</b></p> <p>Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
39	<p><b>Cancellation - cessation of the works (clause 39)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Dispute Settlement (A40)</b></p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>					





41 **State Substitutions (clause 41)**

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.

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<p>40.4 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Contract Variables (A41)</b></p>				
<p><b>42 The Schedule (clause 42)</b></p>				
<p>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>SECTION B: PRELIMINARIES</b></p>				
<p><b>Definition and interpretation (B1)</b></p>				
<p><b>43 Definition and interpretation</b></p>				
<p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p>				
<p><b>Section NO.01                  Bill NO.01                  PRELIMINARIES                  MONNATHOKO COMMUNITY CRECHE</b></p>				



46	<p><b>Availability of construction documentation (B2.3)</b></p> <p>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
47	<p><b>Interests of agents (B2.4)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
48	<p><b>Priced documents (B2.5)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
49	<p><b>Tender submission (B2.6)</b></p> <p>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				



53	<b>Existing premises occupied (B3.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
54	<b>Previous work - dimensional accuracy (B3.5)</b>				
	Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
55	<b>Previous work - defects (B3.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
56	<b>Services - known (B3.7)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
57	<b>Services - unknown (B3.8)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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58	<b>Protection of trees, etc (B3.9)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
59	<b>Articles of value (B3.10)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
60	<b>Inspection of adjoining properties, etc (B3.11)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Management of contract (B4)</b>				
61	<b>Management of the works (B4.1)</b>				
	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.				
	<b>Carried to collection</b>				
	<b>Section NO.01</b>				
	<b>Bill NO.01</b>				
	<b>PRELIMINARIES</b>				
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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 planning requirements of the Client.
- 3) 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 cashflow 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.

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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 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.

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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**

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 contractors 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.

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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 contractors 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 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.

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<p>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.</p>				
<p>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.</p>				
<p>The contractor acknowledges that the principal agents 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.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>63 Progress meetings (B4.3)</b></p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>64 Technical meetings (B4.4)</b></p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Carried to collection</b></p>				
<p><b>Section NO.01                  Bill NO.01                  PRELIMINARIES                  MONNATHOKO COMMUNITY CRECHE</b></p>				

65	<b>Labour and plant records (B4.5)</b>	Item			
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Samples, shop drawings and manufacturer's instructions (B5)</b>				
66	<b>Samples of materials (B5.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
67	<b>Workmanship samples (B5.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
68	<b>Shop drawings (B5.3)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
69	<b>Compliance with manufacturer's instructions (B5.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
	<b>Section NO.01</b>				
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75	<b>Subcontractors notice board (B6.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Temporary services (B7)</b>				
76	<b>Location (B7.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
77	<b>Water (B7.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
78	<b>Electricity (B7.3)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
79	<b>Telecommunication facilities (B7.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
<b>Carried to collection</b>					
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84	<b>Commissioning - Fuel, water and electricity (B9.3)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Financial aspects (B10)</b>				
85	<b>Statutory taxes, duties and levies (B10.1)</b>				
	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
86	<b>Payment of preliminaries (B10.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
87	<b>Adjustment of preliminaries (B10.3)</b>				
	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			
	<b>Carried to collection</b>				
	<b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>MONNATHOKO COMMUNITY CRECHE</b>				





	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	<b>As built information (B11.11)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	<b>Tenant installations (B11.12)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Schedule of variables (B12)</b>			
101	<b>Pre-tender information (B12.1)</b>			
	This schedule contains all variables referred to in this document and is divided into pretender 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		
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
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**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

**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**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

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:

**Carried to collection**

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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

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:

**Carried to collection**

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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.

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 (yes/no) NO

Specific requirements:

**Carried to collection**

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**12.1.16 Water**

[7.2] Option A (by contractor) (yes/no) YES

**12.1.17 Electricity**

[7.3] Option A (by contractor) (yes/no) YES

**12.1.18 Telecommunications**

[7.4] Telephone (yes/no) YES

Facsimile (yes/no) YES

E-mail (yes/no) YES

**12.1.19 Ablution facilities**

[7.5] Option A (by contractor) (yes/no) YES

Option B (by employer) (yes/no) NO

**12.1.20 Protection of existing/sectionally occupied works**

[11.2] Protection is required (yes/no) YES

**12.1.21 Special attendance**

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

[9.2] Subcontractor (1) Details:

Subcontractor (2) Details:

Subcontractor (3) Details:

**12.1.22 Protection of the works**

**Carried to collection**

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102	<p>[11.1] Specific requirements:</p> <p>All work that requires protection during construction must be adequately protected up to practical completion by the contractor</p> <p>12.1.23 Disturbance</p> <p>[11.5] Specific requirements:</p> <p>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> <p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements:</p> <p>None</p> <p><b>Post-tender information (B12.2)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (prorated) (yes/no) YES</p> <p>Option B (calculated) (yes/no) NO</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>	Item			
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	<p>12.2.2 Adjustment of preliminaries</p> <p>[10.3] Option A (three categories) (yes/no) YES</p> <p>Option B (detailed breakdown) (yes/no) NO</p> <p>12.2.3 Additional agreed preliminaries items</p> <p>Details:</p> <p>None</p> <p><b>103 Other post tender information (B12.3)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed Item</p> <p>Value Related Item</p> <p>Time Related Item</p> <p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>104 Clause C1 - Contract drawings</b></p> <p>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</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>Fixed Item</p> <p>Value Related Item</p> <p>Time Related Item</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>			
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<p>105</p>	<p><b>Clause C2 - General Preambles</b></p> <p>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.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>106</p>	<p><b>Clause C3 - Site instructions</b></p> <p>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</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>107</p>	<p><b>Clause C4 - Trade Names</b></p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderers 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</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				

	<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
108	<b>Clause C5 - Overtime</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
109	<b>Clause C6 - As-built drawings</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
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110	<b>Clause C5 - Labour record</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
111	<b>Clause C6 - Plant record</b>				
	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			
112	<b>Clause C7 - Non-cession of monies</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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113	<p><b>Clause C8 - Occupational Health and Safety Act</b></p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>				
114	<p><b>Clause C12 - Security Check of Personnel</b></p>	Item			
<p><b>Carried to collection</b></p>					
<p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></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</p> <p>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> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>115 <b>Clause C13 - HIV/Aids Awareness</b></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</p> <p>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,</p>				
<p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b>  <b>Bill NO.01</b>  <b>PRELIMINARIES</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				



<p>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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>116 Clause C13.1 - Awareness Champion</b></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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>117 Clause C13.2 - Awareness Workshop</b></p>				
<p>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</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Carried to collection</b></p>				
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118	<b>Clause C13.3 - Posters, booklets, videos, etc.</b>				
	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	Item			
	Time Related	Item			
119	<b>Clause C13.4 - Access to Condoms</b>				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	<b>Clause C13.5- Monitoring</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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Carried to Final Summary

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.01</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for alteration purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p>				
	<b>Carried to final summary</b>				
	<p><b>Section NO.02</b>  <b>Bill NO.01</b>  <b>ALTERATIONS</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				

Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately ?km to store and handed over to the employer

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc  
 Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

**Taking out and removing sundry joinery work, fittings, etc**

Taking out and removing ironmongery

1 Mortice lockset from timber door

No 6

**Removal of doors, windows, fittings etc**

2 Removal of wooden door size 813X2032mm

No 4

**Carried to final summary**

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<b><u>Taking out/off and removing glass and mirrors</u></b>					
3	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	4		
<b><u>MAKING GOOD OF FINISHES ETC</u></b>					
4	30 mm Thick on floors in patches	m2	4		
<b><u>Making good internal cement plaster</u></b>					
5	Walls in patches	m2	4		
<b><u>SERVICING OF DOORS AND WINDOWS</u></b>					
6	Replace window stays, handles and pegs ,hooks	No	15		
7	Remove door striker plate and replace with new	No	1		
8	Tighten loose door striker plate	No	2		
9	Service burglar doors size 1620x2032	No	1		
<b>Carried to collection</b>					
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Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.2</u></b>				
	<b><u>BILL NO.02</u></b>				
	<b><u>ROOF COVERINGS, CLADDINGS, ETC</u></b>				
	<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>User note</u>				
	<i>Profiled metal sheeting is available in various thicknesses Usually Z275 spelter galvanising is used in inland areas and Z600 spelter galvanising for coastal areas. However galvanised sheeting is generally not used in coastal areas When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</i>				
	<i>Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium</i>				
	<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>				
	0,6mm "Kliplok" roof sheeting in chromadek finish fixed to timber purlins(elsewhere)				
1	Roof covering with pitch not exceeding 25 degrees	m2	120		
	<b>Carried to collection</b>				
	<b>Section No.2</b> <b>BILL NO.02</b> <b>ROOF COVERINGS, CLADDINGS</b> <b>MONNATHOKO COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brought forward from page no	63	
<b>Carried to building works summary</b>		
<b>Section No.2 BILL NO.02 ROOF COVERINGS, CLADDINGS MONNATHOKO COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.03</u></b>				
	<b><u>CARPENTRY AND JOINERY</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	<u>Decorative thermosetting plastic laminate covering</u>				
	Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
	<b><u>TIMBER DOORS, WINDOWS, ETC</u></b>				
	<b><u>DOORS, ETC</u></b>				
	<u>Wrought Meranti doors hung to steel frames</u>				
1	40 mm Single panel stable door 813 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint	No	5		
2	44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding	No	2		
	<b>Carried to collection</b>				
	<b>Section NO.02</b> <b>Bill NO.03</b> <b>CARPENTRY AND JOINERY</b> <b>MONNATHOKO COMMUNITY CRECHE</b>				

<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>	No	4	
3 40mm Door 914 x 2032mm high			
<b>Carried to collection</b>			
<b>Section NO.02 Bill NO.03 CARPENTRY AND JOINERY MONNATHOKO COMMUNITY CRECHE</b>			

Collection	Page	Amounts
Total brought forward from page no	65	
	66	
Carried to building works summary		
Section NO.02 Bill NO.03 CARPENTRY AND JOINERY MONNATHOKO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.04</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>                      For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the 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>Bulkheads</u></p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> <p><b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b></p> <p><b><u>NAILED-UP CEILINGS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Openings</u></p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.02</b>  <b>Bill NO.04</b>  <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>				

	<p><u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u></p> <p>Ceilings including 38 x 38 mm sawn softwood brander at 450 mm centres generally in one direction and 38 x 38 mm branders and cross branders at joints and edges of boards( Office and class 04)</p> <p>1</p> <p>Extra over ceiling for 600 x 600 mm trap door of 50 x 76 mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around</p> <p>2</p> <p><u>Gypsum plasterboard cornices</u></p> <p>3 76 mm Coved cornices</p>	<p>m2</p> <p>No</p> <p>m</p>	<p>100</p> <p>2</p> <p>50</p>		
<p><b>Carried to collection</b></p>					
<p><b>Section NO.02</b>  <b>Bill NO.04</b>  <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>  <b>MONNATHOKO COMMUNITY CRECHE</b></p>					

Collection	Page	Amount
Total brought forward fromm page no	68	
	69	
<b>Carried to final summary</b>		
Section NO.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING MONNATHOKO COMMUNITY CRECHE		





Collection	Page	Amounts
Total brought forward from page no	71	
<b>Carried to final summary</b>		
Section NO.02 Bill NO.05 IRONMONGERY MONNATHOKO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.06</u></b></p> <p><b><u>METALWORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><b><u>STEEL GATES, SCREENS, ETC</u></b></p> <p><b><u>STEEL WINDOWS, DOORS, ETC</u></b></p> <p><b><u>WELDED SCREENS,GATES,ETC Steel gates and frames</u></b></p> <p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high</p>				
2		No	7		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.06</b></p> <p><b>METALWORK</b></p> <p><b>MONNATHOKO COMMUNITY CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	73	
<b>Carried to building works summary</b>		
Section NO.02 Bill NO.06 METALWORK MONNATHOKO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.07</u></b>				
	<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>SANITARY FITTINGS ETC</u></b>				
1	Kitchen double bowl sink	No	1		
2	Sink mixer	No	1		
	<b><u>TRAPS ETC</u></b>				
3	32 mm Rubber "P" or "S" trap	No	2		
4	15mm Latis LA-951 single taphole pillar type single lever basin mixer	No	1		
	<b><u>SOIL DRAINAGE</u></b>				
	<u>French drains</u>				
5	French drain 1000 x 1800 mm deep x 6000 mm long	No	1		
	<u>Vertical SG1 polyethylene drinking water tanks with black lining internally</u>				
6	2500 Litre circular tank 1,42 m diameter x 1,86 m high, approximately 3 m above ground level including the following accesories Pressure pump and tank stand installations including and the pressure pump cage	No	1		
	<b><u>FIRE APPLIANCES ETC</u></b>				
7	9 kg dry chemical powder fire extinguisher( Mounted with Lebls)	No	3		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.07</b>				
	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>				
	<b>MONNATHOKO COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brough forward from page no	76	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.07 PLUMBING AND DRAINAGE (PROVISIONAL) MONNATHOKO COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO.08</u></b></p> <p><b><u>ELECTRICAL WORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Distribution boards etc</u></p> <p>Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings</p> <p><u>Switches, socket outlets, etc</u></p> <p>Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates</p> <p><u>Light fittings</u></p> <p>Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described</p> <p><b><u>DISTRIBUTION BOARD DB - 12 WAY</u></b></p>				
1	Flush mounted distribution board in one section with door, space for the following equipment and space for six additional circuit breakers, colour coded and installed in recess (elsewhere) in brick wall(12 way)	No	1		
2	60A Single Circuit breaker	No	1		
3	63 A Earth leakage Circuit breaker	No	0		
4	30 A Circuit breaker	No	1		
5	20 A Circuit breaker	No	1		
6	10 A Circuit breaker	No	1		
	<b>Carried to final summary</b>				
	<p><b>Section No.2</b></p> <p><b>BILL NO.08</b></p> <p><b>ELECTRICAL WORK</b></p> <p><b>MONNATHOKO COMMUNITY CRECHE</b></p>				

<b><u>GENERAL LIGHTING AND POWER</u></b>					
<b><u>CONDUITS ETC</u></b>					
<u>Rigid PVC conduits</u>					
7	22 mm Diameter	m	100		
<u>Flexible conduits</u>					
8	22 mm Diameter flexible PVC conduit ?m long	No	10		
<u>PVC conduit accessories</u>					
9	Round outlet box for 22 mm conduit	No	7		
10	Standard draw box for 22 mm conduit	No	7		
11	50 x 100 x 50mm Outlet box	No	7		
12	100 x 100 x 50mm Outlet box	No	7		
<b><u>CONDUCTORS</u></b>					
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>					
13	2,5 mm <sup>2</sup>	m	150		
14	4 mm <sup>2</sup>	m	10		
<b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>					
15	16A Flush mounted one lever one-way switch unit	No	4		
16	16A Flush mounted two lever two-way switch unit	No	3		
17	16A Three pin flush mounted socket outlet with switch, double type	No	1		
18	20A Flush mounted double pole isolator	No	2		
<b>Carried to final summary</b>					
<b>Section No.2</b>					
<b>BILL NO.08</b>					
<b>ELECTRICAL WORK</b>					
<b>MONNATHOKO COMMUNITY CRECHE</b>					



<u>LUMINAIRES</u>					
19	1500 mm Open Channel Fluorescent lamp luminaire LLB suitable for ceiling mounting , complete with 2x36w tube with SABS mark	No	5		
20	Sports lights for outside lighting	No	4		
<u>SUNDRIES</u>					
21	Earthing of buildings	Item	1		
22	Testing and commissioning the complete electrical installation	Item	1		
<b>Carried to collection</b>					
Section No.2 BILL NO.08 ELECTRICAL WORK MONNATHOKO COMMUNITY CRECHE					

Collection	Page	Amounts
Total brough forward from page no	77	
	78	
	79	
<b>Carried to building works summary</b>		
<b>Section No.2</b> <b>BILL NO.08</b> <b>ELECTRICAL WORK</b> <b>MONNATHOKO COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO.09</u></b></p> <p><b><u>GLAZING</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Float glass</u></p> <p>The term "float glass" is used for monolithic annealed glass</p> <p><b><u>GLAZING TO STEEL WITH PUTTY</u></b></p> <p><u>3 mm Clear float glass</u></p>				
1	Panes exceeding 0,1m <sup>2</sup> and not exceeding 0,5m <sup>2</sup>	m2	4		
	<b>Carried to collection</b>				
	<p><b>Section No.2</b></p> <p><b>BILL NO.09</b></p> <p><b>GLAZING</b></p> <p><b>MONNATHOKO COMMUNITY CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	81	
<b>Carried to building works summary</b>		
<b>Section No.2 Bill NO.09 GLAZING MONNATHOKO COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>Bill NO.10</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p><i>Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</i></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p>				
1	Ceilings and beams ("White" colour group)	m2	100		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.10</b></p> <p><b>PAINT WORK</b></p> <p><b>MONNATHOKO COMMUNITY CRECHE</b></p>				

<b><u>ON METAL SURFACES</u></b>					
<u>One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel</u>					
2	On Steel gates	m2	30		
3	Door Frame	m2	45		
<b><u>ON WOOD SURFACES</u></b>					
<u>Three coats superior quality polyurethane suede varnish</u>					
4	Doors	m2	12		
<b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>					
<u>Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition</u>					
5	Fascias and barge boards not exceeding 300mm girth	m	50		
<b>Carried to collection</b>					
<b>Section NO.02</b> <b>Bill NO.10</b> <b>PAINT WORK</b> <b>MONNATHOKO COMMUNITY CRECHE</b>					

Collection	Page	Amounts
Total brough forward from page no	83	
	84	
<b>Carried to building works summary</b>		
Section NO.02 Bill NO.10 PAINT WORK MONNATHOKO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.2</u></b>				
	<b><u>BILL NO.11</u></b>				
	<b><u>EXTERNAL WORK</u></b>				
	<b><u>RAMP</u></b>				
	<u>Compaction around the building</u>				
	Compaction of ground surface under ramp including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	20		
	<b><u>15 MPa/20 mm concrete</u></b>				
	Ramp cast in panels to falls	m3	2		
	<b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>				
	Ramp to falls	m2	5		
	<b><u>Smooth formwork to sides</u></b>				
	Edges, risers, ends and reveals not exceeding 300mm high	m	4		
	<b>Carried to collection</b>				
	Section NO.02 Bill NO.11 EXTERNAL WORK MONNATHOKO COMMUNITY CRECHE				



Collection	Page	Amounts
Total brough forward from page no	86	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.11 EXTERNAL WORK MONNATHOKO COMMUNITY CRECHE</b>		

Bill no	<b><u>FINAL SUMMARY BUILDING WORKS</u></b>		PAGE NO		Amounts
1	Alterations	Page	58	R	
2	Roof coverings, claddings, etc	Page	62	R	
3	Carpentry and joinery	Page	67	R	
4	Ceilings, partitions and access flooring	Page	70	R	
5	Ironmongery	Page	72	R	
6	Metalwork	Page	74	R	
7	Plumbing and drainage	Page	76	R	
8	Electrical work	Page	80	R	
9	Glazing	Page	82	R	
10	Paint work	Page	85	R	
11	External work	Page	87	R	
	<b>Sub-total for net building works</b>			R	
	<b>FINAL SUMMARY BUILDING WORKS</b>				
	<b>MONNATHOKO COMMUNITY CRECHE</b>				

**FINAL SUMMARY OF MONNATHOKO COMMUNITY CRECHE**

**SECTION NO.01**

**PRELIMINARIE AND GENERAL**

**SECTION NO.02**

**BUILDING WORKS**

**CARRIED TO CLUSTER FINAL SUMMARY OF CAPRICORN  
 ECDS**

**Page**

**Amount**

58

88

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p>General</p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>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</p> <p>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</p> <p>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</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>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</p> <p>vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

**SECTION A: JBCC PRINCIPAL BUILDING  
AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to collection**

**Section NO.01**

**Bill NO.01**

**PRELIMINARIES**

**SEILA COMMUNITY CRECHE**

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

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:

...and the Pricing Instructions contained in the Pricing Data after the word measuring system.

Clause 1.1 Definition of "Contract Documents" is amended by adding the following:

.....this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "Schedule" is amended by adding the following:

.....and in the Contract Data. at the end on the sentence ending with agreement

Clause 1.1 Definition of "Commencement Date" is added: Commencement date means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

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

**Carried to collection**

**Section NO.01  
Bill NO.01  
PRELIMINARIES  
SEILA COMMUNITY CRECHE**

Construction guarantee means 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:

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 tenderers (prior to or 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 the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

**Carried to collection**

**Section NO.01**  
**Bill NO.01**  
**PRELIMINARIES**  
**SEILA COMMUNITY CRECHE**

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

Principal Agent means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

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

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

**Objective and Preparation (A2 - A14)**

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 "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.

**Carried to collection**

**Section NO.01**

**Bill NO.01**

**PRELIMINARIES**

**SEILA COMMUNITY CRECHE**





<p><b>7 Compliance with laws and regulations (clause 7)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>8 Works risk (clause 8)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>9 Indemnities (clause 9)</b></p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (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 installments 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 attorneys 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> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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Fixed	Item		
Value Related	Item		
Time Related	Item		
10 <b>Works insurances (clause 10)</b>			
Clause 10.0 is amended by the addition of the following clauses			
10.5 Damage to the Works			
<p>(a) Without in any way limiting the contractors 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</p>			
<p>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</p>			
<p>(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</p>			
<p>(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</p>			
10.6 Injury to Persons or loss of or damage to Properties			
<b>Carried to collection</b>			
<p><b>Section NO.01</b></p>			
<p><b>Bill NO.01</b></p>			
<p><b>PRELIMINARIES</b></p>			
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(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable

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

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

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

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(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall 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 sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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

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

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<p>10.7.2 Injury to persons or loss of or damage to property</p> <p>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</p> <p>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</p> <p>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 contractors 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</p> <p>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 contractors 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</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				







Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>18 Setting out of the works (clause 18)</b>			
<p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p>			
<p>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>19 Assignment (clause 19)</b>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<b>Carried to collection</b>			
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>			

20	<p><b>Nominated sub-contractors (clause 20)</b></p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
21	<p><b>Selected sub-contractors (clause 21)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
22	<p><b>Employer's direct contractors (clause 22)</b></p> <p>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
<b>Carried to collection</b>					
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>					



28	<p><b>Sectional completion (clause 28)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p><b>Revision of date of practical completion (clause 29)</b></p> <p>Clause 29.1.1 shall be deemed to be omitted and replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>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</p> <p>Add Clause 29.9 as follows:</p> <p>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.</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p>Clause 29.10.1</p> <p>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 any time, 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.</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

<p>Clause 29.10.2</p> <p>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.</p>				
<p>Clause 29.10.3</p> <p>The contractors entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>30 <b>Penalty for non-completion (clause 30)</b></p>				
<p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				



34	<p><b>Final account and final payment (clause 34)</b></p> <p>Clause 34.0</p> <p>Clause 34.2 is amended by inserting # next to 34.2</p> <p>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"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
35	<p><b>Payment to other parties (clause 35)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Cancellation (A36-A39)</b></p>	Item			
36	<p><b>Cancellation by employer - contractor's default (clause 36)</b></p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>					

<p>Clause 36.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p><b>37 Cancellation by employer - loss and damage (clause 37)</b></p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				



38	<p><b>Cancellation by contractor - employer's default (clause 38)</b></p> <p>Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
39	<p><b>Cancellation - cessation of the works (clause 39)</b></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>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Dispute Settlement (A40)</b></p>	Item	Item	Item	
<b>Carried to collection</b>					
<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>					

40	<p><b>Disputes Settlement (clause 40)</b></p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>State Provision (A41)</b></p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

41 **State Substitutions (clause 41)**

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.

**Carried to collection**

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<p>40.4 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Contract Variables (A41)</b></p>				
<p><b>42 The Schedule (clause 42)</b></p>				
<p>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>SECTION B: PRELIMINARIES</b></p>				
<p><b>Definition and interpretation (B1)</b></p>				
<p><b>43 Definition and interpretation</b></p>				
<p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p style="text-align: center;"><b>Carried to collection</b></p>				
<p><b>Section NO.01 Bill NO.01 PRELIMINARIES SEILA COMMUNITY CRECHE</b></p>				



46	<p><b>Availability of construction documentation (B2.3)</b></p> <p>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
47	<p><b>Interests of agents (B2.4)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
48	<p><b>Priced documents (B2.5)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
49	<p><b>Tender submission (B2.6)</b></p> <p>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				



53	<b>Existing premises occupied (B3.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
54	<b>Previous work - dimensional accuracy (B3.5)</b>				
	Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
55	<b>Previous work - defects (B3.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
56	<b>Services - known (B3.7)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
57	<b>Services - unknown (B3.8)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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58	<b>Protection of trees, etc (B3.9)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59	<b>Articles of value (B3.10)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60	<b>Inspection of adjoining properties, etc (B3.11)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Management of contract (B4)</b>			
61	<b>Management of the works (B4.1)</b>			
	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.			
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
	<b>Bill NO.01</b>			
	<b>PRELIMINARIES</b>			
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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 planning requirements of the Client.
- 3) 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 cashflow 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.

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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 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.

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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**

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 contractors 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.

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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 contractors 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 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.

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<p>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.</p>				
<p>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.</p>				
<p>The contractor acknowledges that the principal agents 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.</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>63 Progress meetings (B4.3)</b></p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>64 Technical meetings (B4.4)</b></p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Carried to collection</b></p>				
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75	<b>Subcontractors notice board (B6.6)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Temporary services (B7)</b>				
76	<b>Location (B7.1)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
77	<b>Water (B7.2)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
78	<b>Electricity (B7.3)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
79	<b>Telecommunication facilities (B7.4)</b>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
<b>Carried to collection</b>					
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80	<p><b>Ablution facilities (B7.5)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Prime cost amounts (B8)</b></p>	Item			
81	<p><b>Responsibility for prime cost amounts (B8.1)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Attendance on nominated and selected subcontractors (B9)</b></p>	Item			
82	<p><b>General attendance (B9.1)</b></p> <p>The schedule rates providing for attendance on nominated subcontractors and other contractors, will be adjusted only if the scope of the work has changed</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
83	<p><b>Special attendance (B9.2)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
<b>Carried to collection</b>					
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84	<p><b>Commissioning - Fuel, water and electricity (B9.3)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>Financial aspects (B10)</b></p>	Item			
85	<p><b>Statutory taxes, duties and levies (B10.1)</b></p> <p>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
86	<p><b>Payment of preliminaries (B10.2)</b></p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
87	<p><b>Adjustment of preliminaries (B10.3)</b></p> <p>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"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

88	<b>Payment certificate cash flow (B10.4)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>General (B11)</b>			
89	<b>Protection of works (B11.1)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
90	<b>Protection/isolation of existing/sectionally occupied works(B11.2)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
91	<b>Site security (B11.3)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
92	<b>Notice before covering work (B11.4)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Carried to collection</b>			
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	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	<b>As built information (B11.11)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	<b>Tenant installations (B11.12)</b>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<b>Schedule of variables (B12)</b>			
101	<b>Pre-tender information (B12.1)</b>			
	This schedule contains all variables referred to in this document and is divided into pretender 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		
	<b>Carried to collection</b>			
	<b>Section NO.01</b>			
	<b>Bill NO.01</b>			
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**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

**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**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

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:

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<p>The contractor shall execute the works with as little noise and disturbance as possible</p> <p>12.1.7 Previous work - Dimensional accuracy (B12.1.7)</p> <p>[3.5] Details:</p> <p>No additional details</p> <p>No</p> <p>12.1.8 Previous work - defects</p> <p>[3.6] Details:</p> <p>No additional details</p> <p>12.1.9 Services - known (B12.1.9)</p> <p>Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent</p> <p>12.1.10 Protection of trees</p> <p>[3.9] Specific requirements:</p> <p>No trees to be damaged or removed except those specifically designated in writing by the Architect</p> <p>12.1.11 Inspection of adjoining properties</p> <p>[3.11] Specific requirements:</p> <p>None</p> <p>12.1.12 Enclosure of the works</p> <p>[6.2] Specific requirements:</p> <p style="text-align: center;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>				



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.

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 (yes/no) NO

Specific requirements:

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<b>12.1.16 Water</b>					
[7.2] Option A (by contractor)	(yes/no)	YES			
<b>12.1.17 Electricity</b>					
[7.3] Option A (by contractor)	(yes/no)	YES			
<b>12.1.18 Telecommunications</b>					
[7.4] Telephone	(yes/no)	YES			
Facsimile	(yes/no)	YES			
E-mail	(yes/no)	YES			
12.1.19 Ablution facilities					
[7.5] Option A (by contractor)	(yes/no)	YES			
Option B (by employer)	(yes/no)	NO			
<b>12.1.20 Protection of existing/sectionally occupied works</b>					
[11.2] Protection is required	(yes/no)	YES			
12.1.21 Special attendance					
<p>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>					
[9.2] Subcontractor (1) Details:					
Subcontractor (2) Details:					
Subcontractor (3) Details:					
12.1.22 Protection of the works					
<b>Carried to collection</b>					
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102	<p>[11.1] Specific requirements:</p> <p>All work that requires protection during construction must be adequately protected up to practical completion by the contractor</p> <p>12.1.23 Disturbance</p> <p>[11.5] Specific requirements:</p> <p>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> <p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements:</p> <p>None</p> <p><b>Post-tender information (B12.2)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (prorated) (yes/no) YES</p> <p>Option B (calculated) (yes/no) NO</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>	Item			
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	<p>12.2.2 Adjustment of preliminaries</p> <p>[10.3] Option A (three categories) (yes/no) YES</p> <p>Option B (detailed breakdown) (yes/no) NO</p> <p>12.2.3 Additional agreed preliminaries items</p> <p>Details:</p> <p>None</p> <p><b>103 Other post tender information (B12.3)</b></p> <p>All post-tender information for this section will be determined once tender is awarded</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>104 Clause C1 - Contract drawings</b></p> <p>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</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
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<p>105</p>	<p><b>Clause C2 - General Preambles</b></p> <p>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.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>106</p>	<p><b>Clause C3 - Site instructions</b></p> <p>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</p> <p>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</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>107</p>	<p><b>Clause C4 - Trade Names</b></p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderers 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</p> <p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

	<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
108	<b>Clause C5 - Overtime</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
109	<b>Clause C6 - As-built drawings</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
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110	<b>Clause C5 - Labour record</b>				
	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				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
111	<b>Clause C6 - Plant record</b>				
	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			
112	<b>Clause C7 - Non-cession of monies</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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113	<p><b>Clause C8 - Occupational Health and Safety Act</b></p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>				
114	<p><b>Clause C12 - Security Check of Personnel</b></p>	Item			
	<p style="text-align: right;"><b>Carried to collection</b></p>				
	<p><b>Section NO.01</b></p>				
	<p><b>Bill NO.01</b></p>				
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<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</p> <p>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> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>115 <b>Clause C13 - HIV/Aids Awareness</b></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</p> <p>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,</p>				
<p style="text-align: right;"><b>Carried to collection</b></p> <p><b>Section NO.01</b> <b>Bill NO.01</b> <b>PRELIMINARIES</b> <b>SEILA COMMUNITY CRECHE</b></p>				

<p>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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>116 Clause C13.1 - Awareness Champion</b></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>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>117 Clause C13.2 - Awareness Workshop</b></p>				
<p>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</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p><b>Carried to collection</b></p>				
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118	<b>Clause C13.3 - Posters, booklets, videos, etc.</b>				
	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	Item			
	Time Related	Item			
119	<b>Clause C13.4 - Access to Condoms</b>				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	<b>Clause C13.5- Monitoring</b>				
	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	Item			
	Value Related	Item			
	Time Related	Item			
	<b>Carried to collection</b>				
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carried forward			



Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.01</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for alteration purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p>				
	<b>Carried to final summary</b>				
	<p><b>Section NO.02</b>  <b>Bill NO.01</b>  <b>ALTERATIONS</b>  <b>SEILA COMMUNITY CRECHE</b></p>				

Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately ?km to store and handed over to the employer

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc  
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

**Carried to final summary**

**Section NO.02  
Bill NO.01  
ALTERATIONS  
SEILA COMMUNITY CRECHE**

<u>Making good internal cement plaster</u>					
1	Walls in patches	m2	10		
2	Replace window stays, handles and pegs ,hooks	No	15		
3	Remove door striker plate and replace with new	No	2		
<u>Removal of doors, windows, fittings etc</u>					
4	Removal of wooden door size 813X2032mm	No	7		
5	Removal of steel door	No	4		
6	Replace barrell bolts	No	3		
<b>Carried to collection</b>					
<b>Section NO.02</b>					
<b>Bill NO.01</b>					
<b>ALTERATIONS</b>					
<b>SEILA COMMUNITY CRECHE</b>					





Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.02</u></b></p> <p><b><u>ROOF COVERINGS, CLADDINGS, ETC</u></b></p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><i>Profiled metal sheeting is available in various thicknesses Usually Z275 spelter galvanising is used in inland areas and Z600 spelter galvanising for coastal areas. However galvanised sheeting is generally not used in coastal areas When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</i></p> <p><i>Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium</i></p> <p><u>IBR 0,6 mm Z600 spelter galvanised corrugated steel sheets fixed to timber purlins</u></p>				
1	Roof covering with a 12 degree pitch	m2	115		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.02</b></p> <p><b>ROOF COVERING</b></p> <p><b>SEILA COMMUNITY CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	63	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.02 ROOF COVERING SEILA COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.03</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Decorative thermosetting plastic laminate covering</u></p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p><b><u>TIMBER DOORS, WINDOWS, ETC</u></b></p> <p><b><u>DOORS, ETC</u></b></p> <p><u>Wrought Meranti doors hung to steel frames</u></p>				
1	<p>40 mm Single panel stable door 813 x 2032 mm high with rebated meeting rails, each leaf of 200 mm wide top rail, stiles and bottom rail and 40 x 100 mm brace, filled in with 76 mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint</p>	No	5		
	<p><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></p>				
2	<p>40mm Door 914 x 2032mm high</p>	No	2		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b> <b>Bill NO.06</b> <b>CARPENTRY AND JOINERY</b> <b>SEILA COMMUNITY CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	65	
Carried to building works summary		
Section NO.02 Bill NO.03 CARPENTRY AND JOINERY SEILA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.04</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b> For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the 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>Bulkheads</u></p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> <p><b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b></p> <p><b><u>NAILED-UP CEILINGS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Openings</u></p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p style="text-align: right;"><b>Carried to collection</b></p>				
	<p>Section NO.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING SEILA COMMUNITY CRECHE</p>				

	<p><u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u></p> <p>Ceilings including 38 x 38 mm sawn softwood brander at 450 mm centres generally in one direction and 38 x 38 mm branders and cross branders at joints and edges of boards( Office and class 04)</p> <p>1</p>	m2	85		
	<p>Extra over ceiling for 600 x 600 mm trap door of 50 x 76 mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around</p> <p>2</p>	No	2		
	<p><u>Gypsum plasterboard cornices</u></p> <p>3 76 mm Coved cornices</p>	m	60		
	<p><b>Carried to collection</b></p>				
	<p><b>Section NO.02</b> <b>Bill NO.04</b> <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b> <b>SEILA COMMUNITY CRECHE</b></p>				

Collection	Page	Amount
Total brought forward fromm page no	67	
	68	
<b>Carried to final summary</b>		
<b>Section NO.02</b> <b>Bill NO.04</b> <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b> <b>SEILA COMMUNITY CRECHE</b>		



Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.05</u></b>				
	<b><u>IRONMONGERY</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<b><u>LOCKS</u></b>				
	Approved				
1	75mm Three lever upright mortice locket with satin chrome furniture	No	11		
	<b><u>DOORSTOPS</u></b>				
	Approved				
2	38mm Diameter rubber door stop plugged and screwed to wall or door	No	6		
	<b><u>LETTERS,NAMEPLATES,ETC</u></b>				
3	Pinning boards 2400 x 1500mm high fixed to brickwork	No	2		
4	Vitrex system enamelled green type writing board, with wall mounted centre board 4800 x 1220mm	No	2		
	<b>Carried to collection</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.05</b>				
	<b>IRONMONGERY</b>				
	<b>SEILA COMMUNITY CRECHE</b>				

Collection	Page	Amounts
Total brought forward from page no	70	
<b>Carried to final summary</b>		
Section NO.02 Bill NO.05 IRONMONGERY SEILA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.02</u></b></p> <p><b><u>BILL NO.06</u></b></p> <p><b><u>METALWORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>User note</u></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><b><u>STEEL GATES, SCREENS, ETC</u></b></p> <p><b><u>STEEL WINDOWS, DOORS, ETC</u></b></p> <p><u>Standard school windows buglars</u></p>				
1	Burglar bars to window type ND4, 1632 x 1215 mm	No	10		
	<p><b><u>WELDED SCREENS.GATES.ETC Steel gates and frames</u></b></p> <p>Single gate formed of 40x60x2mm hollow section framing all round mitred and welded at angles with two 40x6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing(hinges,locking devices,etc. elsewhere); size 900x2032mm high</p>				
2		No	7		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b></p> <p><b>Bill NO.06</b></p> <p><b>METALWORK</b></p> <p><b>SEILA COMMUNITY CRECHE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	72	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.06 METALWORK SEILA COMMUNITY CRECHE</b>		



Collection	Page	Amounts
Total brough forward from page no	74	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.07 PLUMBING AND DRAINAGE (PROVISIONAL) SEILA COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<b><u>SECTION NO.02</u></b>				
	<b><u>BILL NO.08</u></b>				
	<b><u>ELECTRICAL WORK</u></b>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>Distribution boards etc</u>				
	Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings				
	<u>Switches, socket outlets, etc</u>				
	Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates				
	<u>Light fittings</u>				
	Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described				
	<b><u>DISTRIBUTION BOARD DB - 12 WAY</u></b>				
1	60A Single Circuit breaker	No	1		
2	63 A Earth leakage Circuit breaker	No	1		
3	40 A Circuit breaker	No	1		
4	25 A Circuit breaker	No	1		
5	20 A Circuit breaker	No	1		
6	10 A Circuit breaker	No	1		
	<b>Carried to final summary</b>				
	<b>Section NO.02</b>				
	<b>Bill NO.08</b>				
	<b>ELECTRICAL WORK</b>				
	<b>SEILA COMMUNITY CRECHE</b>				

<b><u>GENERAL LIGHTING AND POWER CONDUITS ETC</u></b>					
<u>Rigid PVC conduits</u>					
7	22 mm Diameter	m	100		
<u>Flexible conduits</u>					
8	22 mm Diameter flexible PVC conduit ?m long	No	5		
<u>PVC conduit accessories</u>					
9	Round outlet box for 22 mm conduit	No	3		
10	Standard draw box for 22 mm conduit	No	4		
11	50 x 100 x 50mm Outlet box	No	6		
12	100 x 100 x 50mm Outlet box	No	3		
<b><u>CONDUCTORS</u></b>					
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>					
13	2,5 mm <sup>2</sup>	m	12		
14	4 mm <sup>2</sup>	m	6		
<b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>					
15	16A Flush mounted one lever one-way switch unit	No	3		
16	16A Flush mounted two lever two-way switch unit	No	3		
17	16A Three pin flush mounted socket outlet with switch, double type	No	2		
18	20A Flush mounted double pole isolator	No	1		
<b><u>LUMINAIRES</u></b>					
19	1500 mm Open Channel Flourescent lamp luminaire LLB suitable for ceiling mounting , complete with 2x36w tube with SABS mark	No	8		
20	Flourescent tube 2x36w	No	6		
<b><u>SUNDRIES</u></b>					
21	Earthing of buildings	Item	1		
22	Testing and commissioning the complete electrical installation	Item	1		
<b>Carried to collection</b>					
<b>Section NO.02</b>					
<b>Bill NO.08</b>					
<b>ELECTRICAL WORK</b>					
<b>SEILA COMMUNITY CRECHE</b>					



Collection	Page	Amounts
Total brough forward from page no	76	
	77	
<b>Carried to building works summary</b>		
<b>Section NO.02 Bill NO.08 ELECTRICAL WORK SEILA COMMUNITY CRECHE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO.09</u></b></p> <p><b><u>GLAZING</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Float glass</u></p> <p>The term "float glass" is used for monolithic annealed glass</p> <p><b><u>GLAZING TO STEEL WITH PUTTY</u></b></p> <p><u>3 mm Clear float glass</u></p>				
1	Panes exceeding 0,1m <sup>2</sup> and not exceeding 0,5m <sup>2</sup>	m2	4		
	<b>Carried to collection</b>				
	<p><b>Section No.2</b></p> <p><b>BILL NO.09</b></p> <p><b>GLAZING</b></p> <p><b>SEILA COMMUNITY DAY CARE</b></p>				

Collection	Page	Amounts
Total brought forward from page no	79	
<b>Carried to building works summary</b>		
<b>Section No.2 Bill NO.09 GLAZING SEILA COMMUNITY DAY CARE</b>		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><b><u>SECTION NO.2</u></b></p> <p><b><u>Bill NO.10</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p><i>Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</i></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p>				
1	Ceilings and beams ("White" colour group)	m2	90		
	<b>Carried to collection</b>				
	<p><b>Section NO.02</b>  <b>Bill NO.09</b>  <b>PAINT WORK</b>  <b>SEILA COMMUNITY CRECHE</b></p>				

<b><u>ON METAL SURFACES</u></b>					
<u>One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel</u>					
2	On Steel gates	m2	20		
3	Door Frame	m2	14		
<b><u>ON WOOD SURFACES</u></b>					
<u>Three coats superior quality polyurethane suede varnish</u>					
4	Doors	m2	25		
<b><u>PAINTWORK, ETC TO NEW WORK</u></b>					
<b><u>ON INTERNAL AND EXTERNAL FLOATED PLASTER SURFACES</u></b>					
<u>One coat alkali resistant primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u>					
5	Walls	m2	120		
<b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>					
<b><u>ON INTERNAL &amp; EXTERNAL FLOATED PLASTER SURFACES</u></b>					
<b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>					
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>					
<u>Two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint</u>					
6	Walls	m2	50		
<u>Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition</u>					
7	Fascias and barge boards not exceeding 300mm girth	m	35		
<b>Carried to collection</b>					
<b>Section NO.02</b>					
<b>Bill NO.10</b>					
<b>PAINT WORK</b>					
<b>SEILA COMMUNITY CRECHE</b>					

Collection	Page	Amounts
Total brough forward from page no	81	
	82	
Carried to building works summary		
Section NO.02 Bill NO.10 PAINT WORK SEILA COMMUNITY CRECHE		

Bill no	<u>FINAL SUMMARY BUILDING WORKS</u>		PAGE NO		Amounts
1	Alterations	Page	62	R	
2	Roof coverings, claddings, etc	Page	64	R	
3	Carpentry and joinery	Page	66	R	
4	Ceilings, partitions and access flooring	Page	69	R	
5	Ironmongery	Page	71	R	
6	Metalwork	Page	73	R	
7	Plumbing and drainage	Page	75	R	
8	Electrical work	Page	78	R	
9	Glazing		80	R	
10	Paint work		83	R	
	<b>Sub-total for net building works</b>			R	
	<b>FINAL SUMMARY BUILDING WORKS SEILA COMMUNITY CRECHE</b>				

<u>FINAL SUMMARY OF SEILA COMMUNITY CRECHE</u>	Page	Amount
<u>SECTION NO.01</u>		
PRELIMINARIE AND GENERAL	58	-----
<u>SECTION NO.02</u>		
BUILDING WORKS	84	-----
CARRIED TO CLUSTER FINAL SUMMARY OF CAPRICORN ECDS		----- -----



**CLUSTER FINAL SUMMARY FOR CAPRICORN DISTRICT ECDS  
MAINTENANCE**

	<b>FROM BoQS PAGES</b>	<b>AMOUNTS</b>
<p><u>THE REPAIRS AND MAINTENANCE OF MABUTSE COMMUNITY CRECHE, MONNATHOKO COMMUNITY CRECHE, SEILA COMMUNITY CRECHE AND KUDUBELA COMMUNITY CRECHE IN CAPRICORN DISTRICT</u></p>		
<p><b><u>NAMES OF ECDS</u></b></p>		
1	<b>MABUTSE COMMUNITY CRECHE</b>	86 R
2	<b>MONNATHOKO COMMUNITY CRECHE</b>	89 R
3	<b>SEILA COMMUNITY CRECHE</b>	85 R
4	<b>KUDUBELA COMMUNITY CRECHE</b>	87 R
<b>SUB-TOTAL A</b>		R
<b>ADD VAT @15%</b>		R
<b>CARRIED TO FORM OF TENDER</b>		R