



BID NUMBER: LDPWRI- B/20387

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE 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

Contact Person: Technical Queries

Name : Mr. MJ Masiya
Tel No. : 015 284 7257
Email : Cngita@gmail.com

Name of the Bidder:.....

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



CONTENTS

THE TENDER

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
 - Joint Venture Agreement (If Applicable)

Part C2: Pricing data

- C2.1 Part 1 - Pricing Instructions
- C2.2 Part 2 - Bills of Quantities

Part C3: Scope of Works

- C3.1 Special Notes to Bidders

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

PART T1: TENDERING PROCEDURE

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



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DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

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 OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE 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

Project Name	APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT for a period of 3 months.	
Tender Number	LDPWRI-B/20387	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender invite	
Closing time of the tender	As per Tender invite	
Compulsory briefing meeting (<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	As per Tender invite
	Date	As per Tender invite
	Time:	As per Tender invite
Evaluation criteria	<ol style="list-style-type: none"> 1. Compliance with mandatory or compulsory requirements 2. Risk assessment on current projects 3. Price 4. Preference 	
Mandatory or Compulsory Requirements (<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 3 GB 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	

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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 www.cidb.org.za) 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 No. 36190 of 25 February 2013. In this case, contractor shall provide a minimum Contract Participation Goal (CPG) of 5% 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>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract Part C1: Agreements and contract data</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>The Contract Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3.1 Special Notes to Bidders</p>

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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>Eligibility in respect of CIDB grading</p> <p>Only tenderers who are appointed on framework agreement category A and registered with the Construction Industry Development Board (CIDB) with designation of 3GB 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>Cost of tendering</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>Compulsory site briefing</p> <p>A compulsory briefing meeting will be held as per Tender invite</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>Alterations to the documents</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>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p>Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink</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.

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: 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 12 weeks or 90 days.</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"> - Persons who had no franchise in national elections prior to 1983 and 1993 - Promotion of women owned enterprises - Disabled persons - Promotion of SMMEs - Enterprise located in Limpopo Province - Promotion of youth - South African owned enterprises
	<p><i>CIDB Grading Certificate</i></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><i>Letter of Good Standing</i></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 not be opened immediately after the closing time for tenders.</p>

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

C.3.2.2	<p>The tenderers will be evaluated in four stages</p> <ul style="list-style-type: none">(i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1(ii) Stage 2: Risk assessment on current projects(iii) Stage 3: Price(iv) Stage 4: Preference <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&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.¹</p>
	<ul style="list-style-type: none">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.b) Stage 2: Risk assessment on current projects <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>

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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.

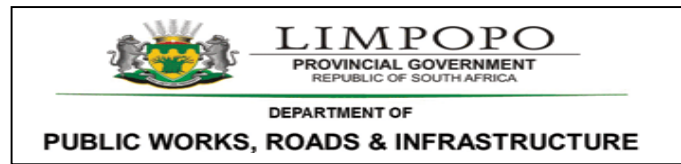
P is the points awarded to the bid under consideration

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

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE,
MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE
AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



PART T2: RETURNABLE DOCUMENTS

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



LIMPOPO
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DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

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.

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

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

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

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

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



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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:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

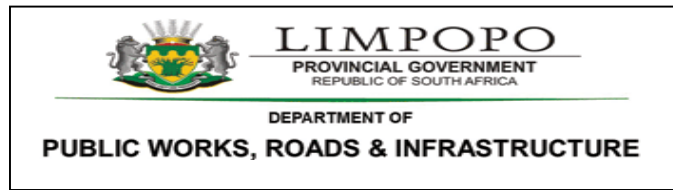
Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



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.

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-B/20387	CLOSING DATE	As per Tender Advert	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT				
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.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr. NJ Motsopye				
TELEPHONE NUMBER	0152847126	E-MAIL ADDRESS		motsopyen@dpw.limpopo.gov.za	
CONTACT PERSON (TECHNICAL)	Mr. MJ Masiya/Mr CE Setati				
TELEPHONE NUMBER	015 284 7219	E-MAIL ADDRESS		Cngita@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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
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

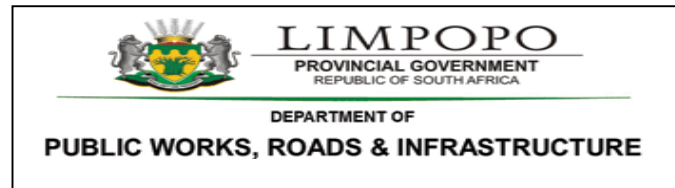
1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS 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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

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 OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 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:

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

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:

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

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 OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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	-	

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

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.

.....
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

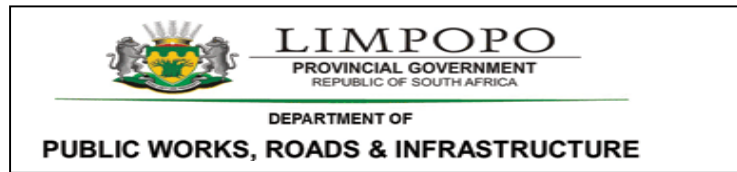
Table 1 List of current projects executed by the bidder

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

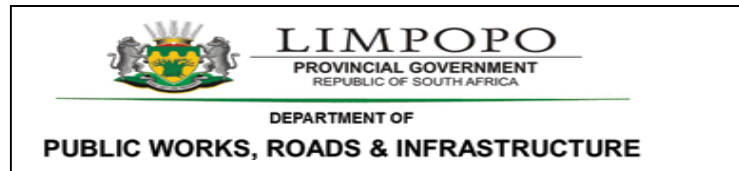
APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



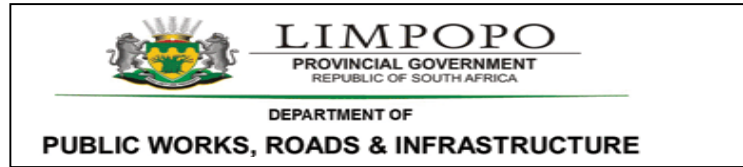
THE CONTRACT

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



PART C1: AGREEMENT AND CONTRACT DATA

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



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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.....

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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.

.....

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



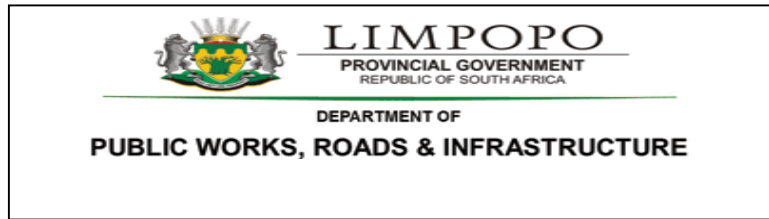
C2.1 CONTRACT DATA

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 OURLADY OFAFRICA
CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI
COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387**

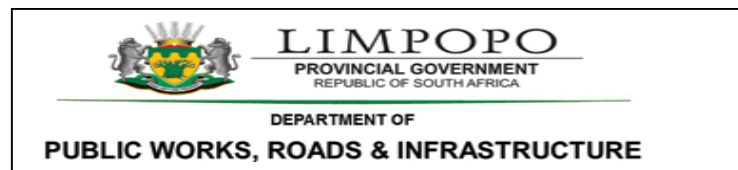


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PUBLIC WORKS, ROADS & INFRASTRUCTURE

PART C2.2: BILLS OF QUANTITIES

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA
CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI
COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387**



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.

APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF OUR LADY OF AFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT : LDPWRI-B/20387



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DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

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><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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

MIDORONI COMMUNITY DAY CARE

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
MIDORONI COMMUNITY DAY CARE

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
MIDORONI COMMUNITY DAY CARE

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
MIDORONI COMMUNITY DAY CARE

<p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p>	<p>Item</p>	
<p>Fixed</p>	<p>Item</p>	
<p>Value Related</p>	<p>Item</p>	
<p>Time Related</p>	<p>Item</p>	
<p>4 Design responsibility (clause 4)</p>		
<p>Fixed</p>	<p>Item</p>	
<p>Value Related</p>	<p>Item</p>	
<p>Time Related</p>	<p>Item</p>	
<p>5 Employer's agents (clause 5)</p>		
<p>Fixed</p>	<p>Item Item</p>	
<p>Value Related</p>	<p>Item</p>	
<p>Time Related</p>	<p>Item</p>	
<p>6 Contractor's site representative (clause 6)</p>		
<p>Fixed</p>	<p>Item</p>	
<p>Value Related</p>	<p>Item</p>	
<p>Time Related</p>	<p>Item</p>	
<p>Carried to collection</p>		
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>		

<p>7 Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>8 Works risk (clause 8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>9 Indemnities (clause 9)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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 Works insurances (clause 10)			
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			
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

(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
MIDORONI COMMUNITY DAY CARE

(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
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

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

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

<p>11 Liability insurances (clause 11)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>12 Effecting insurances (clause 12)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>13 No clause (clause 13)</p> <p>14 Security (clause 14)</p> <p>Clause 14.0 is amended by:-</p> <p>i) The addition of the following clauses:-</p> <p>Clause 14.7.3</p> <p>Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</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>Item</p> <p>Item</p> <p>Item</p>			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>				

Execution (A15 - A23)			
15	Preparation for and execution of the works (clause 15)		
	Clause 15.1.1 is amended by replacing it with:		
	No clause		
	Clause 15.1.2 is amended by replacing it with:		
	The security selected in terms of 14.0		
	Clause 15.1 is amended by the addition of the following clause:		
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and ammendments, within twenty-one (21) calendar days of commencement date		
	Clause 15.2.1 is amended by replacing it with the following clause:		
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
16	Access to the works (clause 16)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
17	Contract instructions (clause 17)		
	Carried to collection		
	Section NO.01		
	Bill NO.01		
	PRELIMINARIES		
	MIDORONI COMMUNITY DAY CARE		

Fixed	Item		
Value Related	Item		
Time Related	Item		
18 Setting out of the works (clause 18)			
<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		
19 Assignment (clause 19)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>			

20	Nominated sub-contractors (clause 20)				
	Clause 20.0				
	Clause 20.1.3 is amended by replacing it with the following:				
	No Clause				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
21	Selected sub-contractors (clause 21)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
22	Employer's direct contractors (clause 22)				
	<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	Item			
	Time Related	Item			
	Carried to collection				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>				

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

28	<p>Sectional completion (clause 28)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p>Revision of date of practical completion (clause 29)</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>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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>	Item	
<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>	Item	
<p>Fixed</p>	<p>Value Related</p>	Item	
<p>Time Related</p>	<p>30 Penalty for non-completion (clause 30)</p>	Item	
<p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p>	<p>Fixed</p>	Item	
<p>Value Related</p>	<p>Time Related</p>	Item	
<p>Carried to collection</p>		Item	
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>		Item	

Payment (A31 - A35)				
31 Interim payment to the contractor (clause 31)	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 Adjustment to the contract value (clause 32)	Clause 32.0			
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:			
	due to no fault of the contractor			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
33 Recovery of expense and loss (clause 33)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE				

<p>34 Final account and final payment (clause 34)</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> <p>35 Payment to other parties (clause 35)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Cancellation (A36-A39)</p> <p>36 Cancellation by employer - contractor's default (clause 36)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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>Clause 36.0 is amended by the addition of the following clause:</p>	Item	
<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>	Item	
<p>Value Related</p>	Item	
<p>Time Related</p>		
<p>37 Cancellation by employer - loss and damage (clause 37)</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>	Item	
<p>Value Related</p>	Item	
<p>Time Related</p>	Item	
<p>Carried to collection</p>		
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>		

38	<p>Cancellation by contractor - employer's default (clause 38)</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>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
	Dispute Settlement (A40)				
	Carried to collection				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>				

40 Disputes Settlement (clause 40)

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

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.

Fixed

Item

Value Related

Item

Time Related

Item

State Provision (A41)

Carried to collection

Section NO.01

Bill NO.01

PRELIMINARIES

MIDORONI COMMUNITY DAY CARE

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

**Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE**

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

Documents (B2)			
44 Checking of documents (B2.1)			
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 Provisional bills of quantities (B2.2)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

46 Availability of construction documentation (B2.3)	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 Interests of agents (B2.4)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
48 Priced documents (B2.5)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
49 Tender submission (B2.6)			
	Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Carried to collection		
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

The site (B3)			
50 Defined works area (B3.1)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
51 Geotechnical investigation (B3.2)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
52 Inspection of the site (B3.3)			
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.			
No claims for extras arising from the contractor having failed to comply with this clause will be entertained			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

53	Existing premises occupied (B3.4)	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
54	Previous work - dimensional accuracy (B3.5)			
	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	Previous work - defects (B3.6)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
56	Services - known (B3.7)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
57	Services - unknown (B3.8)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

58 Protection of trees, etc (B3.9)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 Articles of value (B3.10)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 Inspection of adjoining properties, etc (B3.11)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Management of contract (B4)			
61 Management of the works (B4.1)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62 Programming for the works (B4.2)				
	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

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

Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

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

Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE

<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>63 Progress meetings (B4.3)</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>64 Technical meetings (B4.4)</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>				

65	Labour and plant records (B4.5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Samples, shop drawings and manufacturer's instructions (B5)			
66	Samples of materials (B5.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
67	Workmanship samples (B5.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
68	Shop drawings (B5.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
69	Compliance with manufacturer's instructions (B5.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	MIDORONI COMMUNITY DAY CARE			

	Temporary works and plant (B6)				
70	Deposits and fees (B6.1)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
71	Enclosure of the works (B6.2)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
72	Advertising (B6.3)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
73	Plant, equipment, sheds and offices (B6.4)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
74	Main notice board (B6.5)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
Carried to collection					
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE					

75	Subcontractors notice board (B6.6)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Temporary services (B7)				
76	Location (B7.1)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
77	Water (B7.2)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
78	Electricity (B7.3)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
79	Telecommunication facilities (B7.4)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01				
	Bill NO.01				
	PRELIMINARIES				
	MIDORONI COMMUNITY DAY CARE				

80	Ablution facilities (B7.5)	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Prime cost amounts (B8)			
81	Responsibility for prime cost amounts (B8.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Attendance on nominated and selected subcontractors (B9)			
82	General attendance (B9.1)			
	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	Special attendance (B9.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

84 Commissioning - Fuel, water and electricity (B9.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Financial aspects (B10)			
85 Statutory taxes, duties and levies (B10.1)	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 Payment of preliminaries (B10.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 Adjustment of preliminaries (B10.3)	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE				

88	Payment certificate cash flow (B10.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	General (B11)			
89	Protection of works (B11.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
90	Protection/isolation of existing/sectionally occupied works(B11.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
91	Site security (B11.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
92	Notice before covering work (B11.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	MIDORONI COMMUNITY DAY CARE			

	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	As built information (B11.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	Tenant installations (B11.12)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Schedule of variables (B12)			
101	Pre-tender information (B12.1)			
	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		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	MIDORONI COMMUNITY DAY CARE			

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

**Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE**

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

**Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE**

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

**Section NO.01
Bill NO.01
PRELIMINARIES
MIDORONI COMMUNITY DAY CARE**

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

Section NO.01

Bill NO.01

PRELIMINARIES

MIDORONI COMMUNITY DAY CARE

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>Post-tender information (B12.2)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>				
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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>103 Other post tender information (B12.3)</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>SECTION C: SPECIFIC PRELIMINARIES</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>104 Clause C1 - Contract drawings</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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>		
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105	Clause C2 - General Preambles			
	The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
106	Clause C3 - Site instructions			
	All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only			
	Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
107	Clause C4 - Trade Names			
	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			
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>	Item		
Fixed			
Value Related	Item		
Time Related	Item		
<p>108 Clause C5 - Overtime</p>			
<p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>109 Clause C6 - As-built drawings</p>			
<p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>			

110	Clause C5 - Labour record	Item		
	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	Clause C6 - Plant record			
	At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
112	Clause C7 - Non-cession of monies			
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE			

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

Section NO.01

Bill NO.01

PRELIMINARIES

MIDORONI COMMUNITY DAY CARE

<p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p>	Item		
<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>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>115 Clause C13 - HIV/Aids Awareness</p>			
<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be</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>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</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>Item</p>		
<p>Fixed</p>			
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p>116 Clause C13.1 - Awareness Champion</p>			
<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p>117 Clause C13.2 - Awareness Workshop</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>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE</p>			

118	Clause C13.3 - Posters, booklets, videos, etc.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
119	Clause C13.4 - Access to Condoms				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	Clause C13.5- Monitoring				
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES MIDORONI COMMUNITY DAY CARE				

COLLECTION

Page

Total Brought Forward from Page No.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
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- 22
- 23

carried forward

Brought forward from page

- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

Carried to Final Summary

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.01</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"</p> <p><u>Subterranean water</u></p> <p>No subterranean water is expected The water table is expected to vary between approximately 30 m and 100 m below natural ground level. The removal of subterranean water is given separately</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density and other tests</p>				
	Carried to collection				
	<p>Section No.2 Bill NO.01 EARTHWORKS (PROVISIONAL) MIDORONI COMMUNITY DAY CARE</p>				

<u>SITE CLEARANCE</u>					
<u>Site clearance</u>					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	50		
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>					
<u>EXCAVATIONS ETC</u>					
<u>Excavation in earth not exceeding 2m deep</u>					
2	Trenches	m3	10		
3	Holes	m3	3		
4	Thickening under surface beds etc	m3	2		
<u>Extra over trench and hole excavations in earth for excavation in</u>					
5	Soft rock	m3	1		
6	Hard rock	m3	1		
<u>Extra over all excavations for carting away</u>					
7	Surplus material from excavations and/or stock piles on site, to a dumping site situated approximately 10 km from the building site	m3	1		
Carried to collection					
Section No.2					
Bill NO.01					
EARTHWORKS (PROVISIONAL)					
MIDORONI COMMUNITY DAY CARE					

<u>FILLING ETC</u>				
<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 30 m from the perimeter of the excavations or stock piles, compacted to 90% Mod AASHTO density</u>				
8 Backfilling to trenches, holes, etc	m3	5		
<u>Compaction of ground surfaces</u>				
9 Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	50		
Carried to collections				
Section No.2 Bill NO.01 EARTHWORKS (PROVISIONAL) MIDORONI COMMUNITY DAY CARE				

Collection	Page	Amounts
Total brought forward from page no	60	
	61	
Carried to building works summary		
Section No.2 Bill NO.01 EARTHWORKS (PROVISIONAL) MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.02</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></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>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>				

Item No.	Description	Unit	Qty	Rate	Amount
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>25 MPa/19 mm concrete</u>				
1	Aprons cast in panels	m3	5		
2	Ramps	m3	2		
3	Extra over concrete in surface beds for thickening 85mm deep the bottom including all excavation,backfilling etc	m	52		
4	thickening down apron on edge 110mm deepX200 mm wide	m	52		
	<u>Curing surfaces of concrete with ? curing compound applied at a rate of ? l/m²</u>				
5	Various components	m2	50		
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
6	Surface beds, slabs,Aprons and paving etc to falls	m2	50		
	Carried to collection				
	Section No.2 BILL NO.02 CONCRETE, FORMWORK AND REINFORCEMENT MIDORONI COMMUNITY DAY CARE				

Collection	Page	Amounts
Total brought forward from page no	63	
	64	
Carried to building works summary		
Section No.2 BILL NO.02 CONCRETE, FORMWORK AND REINFORCEMENT MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.03</u></p> <p><u>WATERPROOFING</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A" <u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><u>DAMPPROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer 375 micron orange polyethylene waterproof sheeting (SANS 952-1985 type A) sealed at laps with PVC self-adhesive tape</u></p>				
1	Under surface beds	m2	50		
	Carried to collection				
	<p>Section No.2 BILL NO.03 WATERPROOFING MIDORONI COMMUNITY DAY CARE</p>				

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.04</u></p> <p><u>ROOF COVERINGS, CLADDINGS, ETC</u></p> <p><u>PROFILED METAL SHEETING AND ACCESSORIES</u></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>sundries</u></p> <p>Fibre Flex membrane free "Duram Rubberflex Waterproofing" or equally approved waterproofing</p>				
1	on roofs	m2	20		
	Carried to collection				
	<p>Section No.2 BILL NO.04 ROOF COVERINGS, CLADDINGS MIDORONI COMMUNITY DAY CARE</p>				

Collection	Page	Amounts
Total brought forward from page no	68	
Carried to building works summary		
Section No.2 BILL NO.04 ROOF COVERINGS, CLADDINGS MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.05</u></p> <p><u>CARPENTRY AND JOINERY</u></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><u>Sundries</u></p>				
1	Two coats creosote on sawn timbers	m2	7		
	<p><u>TIMBER DOORS, WINDOWS, ETC</u></p> <p><u>DOORS, ETC</u></p> <p><u>Wrought Meranti doors hung to steel frames</u></p>				
2	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		
	Carried to collection				
	<p>Section No.2 BILL NO.05 CARPENTRY AND JOINERY MIDORONI COMMUNITY DAY CARE</p>				

Collection	Page	Amounts
Total brought forward from page no	70	
Carried to building works summary		
Section No.2 BILL NO.05 CARPENTRY AND JOINERY MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.06</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></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>				
	Carried to collection				
	<p>Section No.2</p> <p>Bill NO.06</p> <p>CEILINGS, PARTITIONS AND ACCESS FLOORING</p> <p>MIDORONI COMMUNITY DAY CARE</p>				

NAILED-UP CEILINGS

SUPPLEMENTARY PREAMBLES

Openings

Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc

6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips

1 Ceilings including 38 x 38 mm sawn softwood bandering at 450 mm centres generally in one direction and 38 x 38 mm branders and cross branders at joints and edges of boards	m2	110
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	No	2
3 76 mm Coved cornices	m	95

Carried to collection

**Section No.2
Bill NO.06
CEILINGS, PARTITIONS AND ACCESS FLOORING
MIDORONI COMMUNITY DAY CARE**

Collection	Page	Amount
Total brought forward fromm page no	72	
	73	
Carried to building works summary		
Section No.2 Bill NO.06 CEILINGS, PARTITIONS AND ACCESS FLOORING MIDORONI COMMUNITY DAY CARE		

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Collection	Page	Amounts
Total brought forward from page no	75	
Carried to building works summary		
Section No.2 BILL NO.07 IRONMONGERY MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.2</u>				
	<u>BILL NO.08</u>				
	<u>ELECTRICAL WORK</u>				
	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				
	<u>DISTRIBUTION BOARD DB - 12 WAY</u>				
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	No	1		
2	25 A Circuit breaker	No	1		
4	60A Single Circuit breaker	No	1		
5	63 A Earth leakage Circuit breaker	No	0		
6	40 A Circuit breaker	No	1		
7	25 A Circuit breaker	No	1		
8	20 A Circuit breaker	No	1		
9	10 A Circuit breaker	No	1		
	Carried to final summary				
	Section No.2				
	BILL NO.08				
	ELECTRICAL WORK				
	MIDORONI COMMUNITY DAY CARE				

<u>GENERAL LIGHTING AND POWER</u>		
<u>CONDUITS ETC</u>		
<u>Rigid PVC conduits</u>		
10	22 mm Diameter	m 50
<u>Flexible conduits</u>		
11	22 mm Diameter flexible PVC conduit ?m long	No 10
<u>PVC conduit accessories</u>		
12	Round outlet box for 22 mm conduit	No 2
13	Standard draw box for 22 mm conduit	No 2
14	50 x 100 x 50mm Outlet box	No 2
15	100 x 100 x 50mm Outlet box	No 2
<u>CONDUCTORS</u>		
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>		
16	2,5 mm ²	m 150
17	4 mm ²	m 10
<u>DRAW-WIRES</u>		
18	Galvanised steel draw-wires drawn into conduit	m 0
<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>		
19	16A Flush mounted one lever one-way switch unit	No 0
20	16A Flush mounted two lever two-way switch unit	No 3
21	16A Three pin flush mounted socket outlet with switch, double type	No 1
22	20A Flush mounted double pole isolator	No 1
Carried to final summary		
Section No.2		
BILL NO.08		
ELECTRICAL WORK		
MIDORONI COMMUNITY DAY CARE		

<u>LUMINAIRES</u>					
23	1500 mm Open Channel Flourescent lamp luminaire LLB suitable for ceiling mounting , complete with 2x36w tube with SABS mark	No	5		
24	Flourescent tube 2x36w	No	10		
<u>SUNDRIES</u>					
25	Earthing of buildings	Item	1		
26	Testing and commissioning the complete electrical installation	Item	1		
Carried to collection					
Section No.2 BILL NO.08 ELECTRICAL WORK MIDORONI COMMUNITY DAY CARE					

Collection	Page	Amounts
Total brought forward from page no	81	
Carried to building works summary		
Section No.2 Bill NO.09 GLAZING MIDORONI COMMUNITY DAY CARE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>Bill NO.10</u></p> <p><u>PAINTWORK</u></p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></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><u>COLOURS</u></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>				
	Carried to final summary				
	<p>Section No.2</p> <p>Bill NO.10</p> <p>PAINTWORK</p> <p>MIDORONI COMMUNITY DAY CARE</p>				

<u>PAINTWORK, ETC TO NEW WORK</u>				
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
<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>				
1	Walls	m2	0	
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>				
<u>One coat alkali resistant primer and two coats extremely durable UV-resistant washable pure acrylic emulsion sheen paint with teflon</u>				
2	Walls	m2	30	
<u>ON INTERNAL GYPSUM PLASTER SURFACES</u>				
<u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u>				
3	Ceilings and beams ("White" colour group)	m2	200	
<u>ON PLASTERBOARD SURFACES</u>				
<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u>				
4	Partitions	m2	0	
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
5	Fascias and barge boards not exceeding 300mm girth, including priming metal jointing strips	m	0	
<u>ON METAL SURFACES</u>				
<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>				
6	Doors	m2	0	
Carried to final summary				
Section No.2				
Bill NO.10				
PAINTWORK				
MIDORONI COMMUNITY DAY CARE				

7	Door frames	m2	1	
8	Windows	m2	1	
9	Eaves gutters	m2	1	
10	Rainwater downpipes not exceeding 300mm girth	m	1	
<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u>				
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
<u>Two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint</u>				
11	Ceilings and beams ("White" colour group)	m2	300	
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>				
<u>Two coats extremely durable UV-resistant washable pure acrylic emulsion sheen paint with teflon</u>				
12	Walls	m2	700	
13	Ceilings and beams ("White" colour group)	m2	350	
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
<u>Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition</u>				
14	Fascias and barge boards not exceeding 300mm girth	m	60	
<u>ON METAL SURFACES</u>				
<u>Spot priming bare metal surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint</u>				
15	Door frames	m2	8	
16	Windows	m2	3	
<u>ON WOOD SURFACES</u>				
<u>Spot priming bare wood surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint</u>				
17	Doors	m2	9	
Carried to final summary				
Section No.2				
Bill NO.10				
PAINTWORK				
MIDORONI COMMUNITY DAY CARE				

Bill no	<u>FINAL SUMMARY BUILDING WORKS</u>	PAGE NO	Amounts
1	Earthworks (provisional)	62	R
2	Concrete, formwork and reinforcement	65	R
3	Waterproofing	67	R
4	Roof coverings, claddings, etc	69	R
5	Carpentry and joinery	71	R
6	Ceilings, partitions and access flooring	74	R
7	Ironmongery	76	R
8	Electrical work	80	R
9	Glazing	82	R
10	PAINTWORK	86	R
Sub-total for net building works			
FINAL SUMMARY BUILDING WORKS MIDORONI COMMUNITY DAY CARE			

<u>FINAL SUMMARY OF TSHILIUGOMA COMMUNITY CRECHE</u>	Page	Amount
<u>SECTION NO.01</u>		
PRELIMINARIE AND GENERAL	58	-----
<u>SECTION NO.02</u>		
BUILDING WORKS	97	-----
CARRIED TO CLUSTER FINAL SUMMARY OF VHEMBE ECDS		----- -----

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></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>				
	Carried to collection				
	<p>Section NO.01</p> <p>Bill NO.01</p> <p>PRELIMINARIES</p> <p>MPHEGO COMMUNITY CRECHE</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

MPHEGO 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
MPHEGO 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
MPHEGO 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
MPHEGO COMMUNITY CRECHE**

<p>7 Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>8 Works risk (clause 8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>9 Indemnities (clause 9)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</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 Works insurances (clause 10)			
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			
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

(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
MPHEGO COMMUNITY CRECHE

(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
PRELIMINARIES
MPHEGO COMMUNITY CRECHE

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

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MPHEGO COMMUNITY CRECHE

<p>11 Liability insurances (clause 11)</p>	<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>12 Effecting insurances (clause 12)</p>	<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>13 No clause (clause 13)</p>					
<p>14 Security (clause 14)</p>	<p>Clause 14.0 is amended by:-</p> <p>i) The addition of the following clauses:-</p> <p>Clause 14.7.3</p> <p>Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor"</p>				
<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>		<p>Item</p> <p>Item</p> <p>Item</p>			
<p>Carried to collection</p>					
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>					

Execution (A15 - A23)			
15 Preparation for and execution of the works (clause 15)	<p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and ammendments, within twenty-one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	
16 Access to the works (clause 16)	<p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	
17 Contract instructions (clause 17)			
	Carried to collection		
Section NO.01			
Bill NO.01			
PRELIMINARIES			
MPHEGO COMMUNITY CRECHE			

Fixed	Item		
Value Related	Item		
Time Related	Item		
18 Setting out of the works (clause 18)			
<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		
19 Assignment (clause 19)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
MPHEGO COMMUNITY CRECHE			

20	Nominated sub-contractors (clause 20)				
	Clause 20.0				
	Clause 20.1.3 is amended by replacing it with the following:				
	No Clause				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
21	Selected sub-contractors (clause 21)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
22	Employer's direct contractors (clause 22)				
	<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	Item			
	Time Related	Item			
	Carried to collection				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>				

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

28	<p>Sectional completion (clause 28)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p>Revision of date of practical completion (clause 29)</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>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</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>	Item	
<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>	Item	
<p>Fixed</p>	<p>Value Related</p>	Item	
<p>Time Related</p>	<p>30 Penalty for non-completion (clause 30)</p>	Item	
<p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p>	<p>Fixed</p>	Item	
<p>Value Related</p>	<p>Time Related</p>	Item	
<p>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>			

<p>34 Final account and final payment (clause 34)</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> <p>35 Payment to other parties (clause 35)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Cancellation (A36-A39)</p> <p>36 Cancellation by employer - contractor's default (clause 36)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</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>Clause 36.0 is amended by the addition of the following clause:</p>	Item	
<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>	Item	
<p>Fixed</p>	Item	
<p>Value Related</p>	Item	
<p>Time Related</p>	Item	
<p>37 Cancellation by employer - loss and damage (clause 37)</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>	Item	
<p>Fixed</p>	Item	
<p>Value Related</p>	Item	
<p>Time Related</p>	Item	
<p>Carried to collection</p>		
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>		

38	<p>Cancellation by contractor - employer's default (clause 38)</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>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Dispute Settlement (A40)</p>	Item	Item	Item	
Carried to collection					
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>					

40 Disputes Settlement (clause 40)

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

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.

Fixed

Item

Value Related

Item

Time Related

Item

State Provision (A41)

Carried to collection

Section NO.01

Bill NO.01

PRELIMINARIES

MPHEGO COMMUNITY CRECHE

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

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

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

Documents (B2)			
44 Checking of documents (B2.1)			
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 Provisional bills of quantities (B2.2)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

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

	<p>The site (B3)</p> <p>50 Defined works area (B3.1)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>51 Geotechnical investigation (B3.2)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>52 Inspection of the site (B3.3)</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></p> <p>Item</p> <p>Item</p> <p>Item</p> <p></p> <p>Item</p> <p>Item</p> <p>Item</p> <p></p> <p>Item</p> <p>Item</p> <p>Item</p>			
	<p>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>				

53	Existing premises occupied (B3.4)	Item		
	Fixed			
	Value Related	Item		
	Time Related	Item		
54	Previous work - dimensional accuracy (B3.5)			
	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	Previous work - defects (B3.6)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
56	Services - known (B3.7)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
57	Services - unknown (B3.8)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

58	Protection of trees, etc (B3.9)	Item		
	Fixed			
	Value Related	Item		
	Time Related	Item		
59	Articles of value (B3.10)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60	Inspection of adjoining properties, etc (B3.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Management of contract (B4)			
61	Management of the works (B4.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62	Programming for the works (B4.2)			
	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

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

Section NO.01
Bill NO.01
PRELIMINARIES
MPHEGO COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MPHEGO COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
MPHEGO COMMUNITY CRECHE

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

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

<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			
63 Progress meetings (B4.3)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
64 Technical meetings (B4.4)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>				

65	Labour and plant records (B4.5)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Samples, shop drawings and manufacturer's instructions (B5)				
66	Samples of materials (B5.1)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
67	Workmanship samples (B5.2)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
68	Shop drawings (B5.3)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
69	Compliance with manufacturer's instructions (B5.4)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
Carried to collection					
Section NO.01					
Bill NO.01					
PRELIMINARIES					
MPHEGO COMMUNITY CRECHE					

	Temporary works and plant (B6)			
70	Deposits and fees (B6.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
71	Enclosure of the works (B6.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
72	Advertising (B6.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
73	Plant, equipment, sheds and offices (B6.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
74	Main notice board (B6.5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	MPHEGO COMMUNITY CRECHE			

75 Subcontractors notice board (B6.6)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Temporary services (B7)			
76 Location (B7.1)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
77 Water (B7.2)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
78 Electricity (B7.3)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
79 Telecommunication facilities (B7.4)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE				

80	Ablution facilities (B7.5)	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Prime cost amounts (B8)			
81	Responsibility for prime cost amounts (B8.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Attendance on nominated and selected subcontractors (B9)			
82	General attendance (B9.1)			
	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	Special attendance (B9.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

84 Commissioning - Fuel, water and electricity (B9.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Financial aspects (B10)			
85 Statutory taxes, duties and levies (B10.1)	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 Payment of preliminaries (B10.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 Adjustment of preliminaries (B10.3)	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE				

93	Disturbance (B11.5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
94	Enviromental disturbance (B11.6)			
	Fixed	Item		
	Time Related	Item		
	Value Related	Item		
95	Works cleaning and clearing (B11.7)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
96	Vermin (B11.8)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
97	Overhand work (B11.9)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
98	Instruction manuals and guarantees (B11.10)			
Carried to collection				
Section NO.01				
Bill NO.01				
PRELIMINARIES				
MPHEGO COMMUNITY CRECHE				

	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	As built information (B11.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	Tenant installations (B11.12)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Schedule of variables (B12)			
101	Pre-tender information (B12.1)			
	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		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	MPHEGO COMMUNITY CRECHE			

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

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

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

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

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

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

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

Section NO.01

Bill NO.01

PRELIMINARIES

MPHEGO COMMUNITY CRECHE

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>Post-tender information (B12.2)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>	Item	Item	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>103 Other post tender information (B12.3)</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>SECTION C: SPECIFIC PRELIMINARIES</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>104 Clause C1 - Contract drawings</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</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>			
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105	Clause C2 - General Preambles			
	The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
106	Clause C3 - Site instructions			
	All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only			
	Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
107	Clause C4 - Trade Names			
	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			
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

	<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	Clause C5 - Overtime				
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically 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	Clause C6 - As-built drawings				
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01				
	Bill NO.01				
	PRELIMINARIES				
	MPHEGO COMMUNITY CRECHE				

110	Clause C5 - Labour record	Item		
	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	Clause C6 - Plant record	Item		
	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	Clause C7 - Non-cession of monies	Item		
	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		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

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

Section NO.01

Bill NO.01

PRELIMINARIES

MPHEGO COMMUNITY CRECHE

<p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p>	Item		
<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>			
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>115 Clause C13 - HIV/Aids Awareness</p>			
<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be</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>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</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>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
116	<p>Clause C13.1 - Awareness Champion</p>				
	<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>				
	<p>Fixed</p>	<p>Item</p>			
	<p>Value Related</p>	<p>Item</p>			
	<p>Time Related</p>	<p>Item</p>			
117	<p>Clause C13.2 - Awareness Workshop</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>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE</p>				

118	Clause C13.3 - Posters, booklets, videos, etc.	Item		
	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	Clause C13.4 - Access to Condoms			
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
120	Clause C13.5- Monitoring			
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES MPHEGO COMMUNITY CRECHE			

<u>COLLECTION</u>	Page
Total Brought Forward from Page No.	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
carried forward	

Brought forward from page

- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

Carried to Final Summary

Item No.	Description	Unit	Qty	Rate	Amount
	<p>SECTION NO.02</p> <p><u>BILL NO.01</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"</p> <p><u>Subterranean water</u></p> <p>No subterranean water is expected The water table is expected to vary between approximately 30 m and 100 m below natural ground level. The removal of subterranean water is given separately</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density and other tests</p>				
	Carried to collection				
	<p>Section No.02 Bill NO.01 EARTHWORKS (PROVISIONAL) MPHEGO COMMUNITY CRECHE</p>				

<u>SITE CLEARANCE</u>				
<u>Site clearance</u>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	190	
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
<u>EXCAVATIONS ETC</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
2	Trenches	m3	6	
3	Holes	m3	4	
<u>Extra over all excavations for carting away</u>				
4	Surplus material from excavations and/or stock piles on site, to a dumping site situated approximately 10 km from the building site	m3	1	
<u>FILLING ETC</u>				
<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 30 m from the perimeter of the excavations or stock piles, compacted to 90% Mod AASHTO density</u>				
4	Backfilling to trenches, holes, etc	m3	3	
<u>Compaction of ground surfaces</u>				
5	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	45	
Carried to collection				
Section No.02				
Bill NO.01				
EARTHWORKS (PROVISIONAL)				
MPHEGO COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	59	
	60	
Carried to building works summary		
Section No.02 Bill NO.01 EARTHWORKS (PROVISIONAL) MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.02</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></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>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>				

Item No.	Description	Unit	Qty	Rate	Amount
<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
1	Aprons cast in panels	m3	9		
2	Ramps	m3	2		
3	Extra over concrete in surface beds for thickening 85mm deep the bottom including all excavation,backfilling etc	m	90		
4	thickening down apron on edge 110mm deepX200 mm wide	m	90		
<u>Curing surfaces of concrete with ? curing compound applied at a rate of ? l/m²</u>					
5	Various components	m2	40		
<u>Finishing top surfaces of concrete smooth with a wood float</u>					
6	Surface beds, slabs, etc to falls	m2	40		
<u>REINFORCEMENT</u>					
<u>Fabric reinforcement</u>					
<i>Types 100, 193, 245, 311 and 395</i>					
7	Type 395 fabric reinforcement in concrete surface beds etc	m2	40		
Carried to collection					
Section No.02 Bill NO.02 CONCRETE, FORMWORK AND REINFORCEMENT MPHEGO COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	62	
	63	
Carried to building works summary		
Section No.02 Bill NO.02 CONCRETE, FORMWORK AND REINFORCEMENT MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BILL NO.03</u></p> <p><u>CARPENTRY AND JOINERY</u></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><u>TIMBER DOORS, WINDOWS, ETC</u></p> <p><u>DOORS, ETC</u></p> <p><u>Wrought Meranti doors hung to steel frames</u></p> <p>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</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> <p>2 40mm Door 914 x 2032mm high</p>				
	Carried to collection				
	<p>Section No.02 Bill NO.03 CARPENTRY AND JOINERY MPHEGO COMMUNITY CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	65	
Carried to building works summary		Cur R0,00
Section No.02 Bill NO.03 CARPENTRY AND JOINERY MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.04</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> 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><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></p> <p><u>NAILED-UP CEILINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></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;">Carried to collection</p>				
	<p>Section No.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING MPHEGO COMMUNITY CRECHE</p>				

<u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u>				
1	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	m2	90	
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	No	1	
<u>Gypsum plasterboard cornices</u>				
3	76 mm Coved cornices	m	46	
Carried to collection				
Section No.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING MPHEGO COMMUNITY CRECHE				

Collection	Page	Amount
Total brought forward fromm page no	67	
	68	
Carried to building works summary		R0,00
Section No.02 Bill NO.04 CEILINGS, PARTITIONS AND ACCESS FLOORING MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.05</u>				
	<u>IRONMONGERY</u>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>LOCKS</u>				
	Approved				
1	75mm three lever upright mortice lockset with satin chrome furniture	No	6		
Carried to collection					
Section No.02 Bill NO.05 IRONMONGERY MPHEGO COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	70	
Carried to building works summary		
Section No.02 Bill NO.05 IRONMONGERY MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.06</u>				
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>DRIP TRAYS, TANKS, ETC</u>				
	<u>Vertical SG1 polyethylene drinking water tanks with black lining internally</u>				
1	5000 Litre circular tank 1,82 m diameter x 2,255 m high, approximately 3 m above ground level	No	1		
2	Outlet union for 32 mm steel pipe including hole through tank	No	2		
	<u>FIRE APPLIANCES ETC</u>				
3	9 kg "?" dry chemical powder fire extinguisher	No	6		
	Carried to collection				
	Section No.02				
	Bill NO.06				
	PLUMBING AND DRAINAGE (PROVISIONAL)				
	MPHEGO COMMUNITY CRECHE				

Collection	Page	Amounts
Total brough forward from page no	72	
Carried to building works summary		
Section No.02 Bill NO.06 PLUMBING AND DRAINAGE (PROVISIONAL) MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.07</u>				
	<u>ELECTRICAL WORK</u>				
	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				
1	60A Single Circuit breaker	No	1		
2	63 A Earth leakage Circuit breaker	No	1		
3	40 A Circuit breaker	No	2		
4	25 A Circuit breaker	No	2		
5	20 A Circuit breaker	No	2		
6	10 A Circuit breaker	No	2		
	<u>GENERAL LIGHTING AND POWER</u>				
	<u>CONDUITS ETC</u>				
	<u>Rigid PVC conduits</u>				
7	22 mm Diameter	m	15		
	Carried to collection				
	Section No.02				
	Bill NO.07				
	ELECTRICAL WORK				
	MPHEGO COMMUNITY CRECHE				

<u>Flexible conduits</u>					
8	22 mm Diameter flexible PVC conduit ?m long	No	15		
<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		
<u>CONDUCTORS</u>					
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>					
13	2,5 mm ²	m	12		
14	4 mm ²	m	6		
<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>					
16	16A Flush mounted one lever one-way switch unit	No	3		
17	16A Flush mounted two lever two-way switch unit	No	3		
18	16A Three pin flush mounted socket outlet with switch, double type	No	2		
19	20A Flush mounted double pole isolator	No	1		
<u>LUMINAIRES</u>					
20	1500 mm Open Channel Flourescent lamp luminaire LLB suitable for ceiling mounting , complete with 2x36w tube with SABS mark	No	6		
21	Flourescent tube 2x36w	No	6		
<u>SUNDRIES</u>					
22	Earthing of buildings	Item	1		
23	Testing and commissioning the complete electrical installation	Item	1		
Carried to collection					
Section No.02					
Bill NO.07					
ELECTRICAL WORK					
MPHEGO COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	77	
Carried to building works summary		
Section NO.02 Bill NO.08 GLAZING MPHEGO COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.09</u>				
	<u>EXTERNAL WORK</u>				
	<u>FENCING</u>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>User note</u>				
	<i>In high corrosion areas fence posts, stays, gates, etc are to be galvanised</i>				
	<u>Galvanised security fence with bitumen dipped steel standards and bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance and preparation of ground</u>				
1	Gate of 40 mm diameter framing, 1 x 1,8m high vertically with both stiles extended at top to form 600 mm 45 degree overhang to suit the security fencing and with one diagonal brace, the vertical section covered with 50 x 50 x 3 mm diamond wire mesh and the overhang with triple strands of type ? barbed wire, including hinges, heavy duty lockable barrel bolt and 50 mm brass five-pin tumbler padlock	No	1		
2	Double gate of 40 mm diameter framing, 1,8 x 1,8 m high vertically, each leaf with stiles extended at top to form 600 mm 45 degree overhang to suit the security fencing, with one intermediate stile and two diagonal braces, the vertical section covered with 50 x 50 x 3 mm diamond wire mesh and the overhang with triple strands of type ? barbed wire, including hinges, heavy duty lockable barrel bolt, 50 mm brass five-pin tumbler padlock and two heavy duty long barrel bolts, each with two 16 mm long keeps in and including 600 x 600 x 300 mm concrete anchor blocks	No	3		
	<u>Galvanised security fence with bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance and preparation of ground</u>				
	Carried to collection				
	Section NO.02				
	Bill NO.09				
	EXTERNAL WORK				
	MPHEGO COMMUNITY CRECHE				

	<p>3 Security fence 1,8 m high of single strands of 5 mm straining wire tied to posts and eye bolts and covered with 50 x 50 x 3 mm welded wire mesh tied at 600 mm centres to each straining wire (posts elsewhere)</p>	<p>m</p>	<p>161</p>		
	<p style="text-align: right;">Carried to collection</p>				
	<p>Section NO.02 Bill NO.09 EXTERNAL WORK MPHEGO COMMUNITY CRECHE</p>				

Bill No.	FINAL SUMMARY BUILDING WORKS	Pages		Amount
1	Earthworks (provisional)	61	R	
2	Concrete, formwork and reinforcement	64	R	
3	Carpentry and joinery	66	R	
4	Ceilings, partitions and access flooring	69	R	
5	Ironmongery	71	R	
6	Plumbing and drainage	73	R	
7	Electrical work	76	R	
8	Glazing	78	R	
9	External work	81	R	
FINAL SUMMARY BUILDING WORKS				

FINAL SUMMARY OF MPHEGO COMMUNITY CRECHE

SECTION NO.01

PRELIMINARIE AND GENERAL

Page

Amount

58

SECTION NO.02

BUILDING WORKS

97

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

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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

OURLADY OF AFRICA 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
OURLADY OF AFRICA 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
OURLADY OF AFRICA 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
OURLADY OF AFRICA CRECHE

<p>7 Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>8 Works risk (clause 8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>9 Indemnities (clause 9)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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 Works insurances (clause 10)			
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			
Carried to collection			
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

(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
PRELIMINARIES
OURLADY OF AFRICA CRECHE

<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			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

11 Liability insurances (clause 11)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
12 Effecting insurances (clause 12)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
13 No clause (clause 13)				
14 Security (clause 14)				
Clause 14.0 is amended by:-				
i) The addition of the following clauses:-				
Clause 14.7.3				
Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor"				
Fixed	Item			
Value Related	Item			
Time Related	Item			
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

Execution (A15 - A23)

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

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The security selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and ammendments, within twenty-one (21) calendar days of commencement date

Clause 15.2.1 is amended by replacing it with the following clause:

Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of

Fixed

Item

Value Related

Item

Time Related

Item

16 Access to the works (clause 16)

Fixed

Item

Value Related

Item

Time Related

Item

17 Contract instructions (clause 17)

Carried to collection

Section NO.01

Bill NO.01

PRELIMINARIES

OURLADY OF AFRICA CRECHE

Fixed	Item		
Value Related	Item		
Time Related	Item		
18 Setting out of the works (clause 18)			
<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		
19 Assignment (clause 19)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>			

20	<p>Nominated sub-contractors (clause 20)</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>Selected sub-contractors (clause 21)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
22	<p>Employer's direct contractors (clause 22)</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			
Carried to collection					
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>					

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

28	<p>Sectional completion (clause 28)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p>Revision of date of practical completion (clause 29)</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>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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>30 Penalty for non-completion (clause 30)</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>			
<p style="text-align: right;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

Payment (A31 - A35)				
31	Interim payment to the contractor (clause 31)			
	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	Adjustment to the contract value (clause 32)			
	Clause 32.0			
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:			
	due to no fault of the contractor			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
33	Recovery of expense and loss (clause 33)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	OURLADY OF AFRICA CRECHE			

<p>34 Final account and final payment (clause 34)</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> <p>35 Payment to other parties (clause 35)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Cancellation (A36-A39)</p> <p>36 Cancellation by employer - contractor's default (clause 36)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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>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>37 Cancellation by employer - loss and damage (clause 37)</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>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

38	<p>Cancellation by contractor - employer's default (clause 38)</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>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Dispute Settlement (A40)</p>	Item			
Carried to collection					
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>					

<p>40 Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 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>State Provision (A41)</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
<p>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

<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>Contract Variables (A41)</p>				
<p>42 The Schedule (clause 42)</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>SECTION B: PRELIMINARIES</p>				
<p>Definition and interpretation (B1)</p>				
<p>43 Definition and interpretation</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;">Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

46	<p>Availability of construction documentation (B2.3)</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>Interests of agents (B2.4)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
48	<p>Priced documents (B2.5)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
49	<p>Tender submission (B2.6)</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			
	Carried to collection				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

53 Existing premises occupied (B3.4)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
54 Previous work - dimensional accuracy (B3.5)	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 Previous work - defects (B3.6)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
56 Services - known (B3.7)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
57 Services - unknown (B3.8)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

58 Protection of trees, etc (B3.9)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 Articles of value (B3.10)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 Inspection of adjoining properties, etc (B3.11)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Management of contract (B4)			
61 Management of the works (B4.1)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62 Programming for the works (B4.2)	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

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

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

<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			
63 Progress meetings (B4.3)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
64 Technical meetings (B4.4)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

65	Labour and plant records (B4.5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Samples, shop drawings and manufacturer's instructions (B5)			
66	Samples of materials (B5.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
67	Workmanship samples (B5.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
68	Shop drawings (B5.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
69	Compliance with manufacturer's instructions (B5.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
Carried to collection				
Section NO.01				
Bill NO.01				
PRELIMINARIES				
OURLADY OF AFRICA CRECHE				

75 Subcontractors notice board (B6.6)	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Temporary services (B7)				
76 Location (B7.1)	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
77 Water (B7.2)	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
78 Electricity (B7.3)	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
79 Telecommunication facilities (B7.4)	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
Carried to collection					
Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE					

80	Ablution facilities (B7.5)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Prime cost amounts (B8)				
81	Responsibility for prime cost amounts (B8.1)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Attendance on nominated and selected subcontractors (B9)				
82	General attendance (B9.1)				
	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	Special attendance (B9.2)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

84 Commissioning - Fuel, water and electricity (B9.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Financial aspects (B10)			
85 Statutory taxes, duties and levies (B10.1)	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 Payment of preliminaries (B10.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 Adjustment of preliminaries (B10.3)	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

88	Payment certificate cash flow (B10.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	General (B11)			
89	Protection of works (B11.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
90	Protection/isolation of existing/sectionally occupied works(B11.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
91	Site security (B11.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
92	Notice before covering work (B11.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	OURLADY OF AFRICA CRECHE			

<p>93 Disturbance (B11.5)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>94 Enviromental disturbance (B11.6)</p> <p>Fixed</p> <p>Time Related</p> <p>Value Related</p> <p>95 Works cleaning and clearing (B11.7)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>96 Vermin (B11.8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>97 Overhand work (B11.9)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>98 Instruction manuals and guarantees (B11.10)</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>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
<p>Carried to collection</p>				
<p>Section NO.01</p> <p>Bill NO.01</p> <p>PRELIMINARIES</p> <p>OURLADY OF AFRICA CRECHE</p>				

	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	As built information (B11.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	Tenant installations (B11.12)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Schedule of variables (B12)			
101	Pre-tender information (B12.1)			
	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		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	OURLADY OF AFRICA CRECHE			

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

**Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE**

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

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
OURLADY OF AFRICA CRECHE

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

Section NO.01

Bill NO.01

PRELIMINARIES

OURLADY OF AFRICA CRECHE

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>Post-tender information (B12.2)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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>103 Other post tender information (B12.3)</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>SECTION C: SPECIFIC PRELIMINARIES</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>104 Clause C1 - Contract drawings</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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	Clause C2 - General Preambles			
	<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>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
106	Clause C3 - Site instructions			
	<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>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
107	Clause C4 - Trade Names			
	<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>			
	Carried to collection			
	<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p>108 Clause C5 - Overtime</p>			
<p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p>109 Clause C6 - As-built drawings</p>			
<p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>			
<p>Fixed</p>	<p>Item</p>		
<p>Value Related</p>	<p>Item</p>		
<p>Time Related</p>	<p>Item</p>		
<p>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>			

110	Clause C5 - Labour record			
	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	Clause C6 - Plant record			
	At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
112	Clause C7 - Non-cession of monies			
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE			

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

Section NO.01

Bill NO.01

PRELIMINARIES

OURLADY OF AFRICA CRECHE

	<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>115 Clause C13 - HIV/Aids Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be</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>Item</p> <p>Item</p> <p>Item</p>			
	<p>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</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>116 Clause C13.1 - Awareness Champion</p>				
<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>117 Clause C13.2 - Awareness Workshop</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>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE</p>				

118	Clause C13.3 - Posters, booklets, videos, etc.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
119	Clause C13.4 - Access to Condoms				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	Clause C13.5- Monitoring				
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES OURLADY OF AFRICA CRECHE				

<u>COLLECTION</u>	Page		
Total Brought Forward from Page No.	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
carried forward			

Brought forward from page

24
25
26
27
28
29
30
31
32
33

Carried to Final Summary

Item No.	Description	Unit	Qty	Rate	Amount
	<p>SECTION NO.02</p> <p><u>BILL NO.02</u></p> <p><u>ALTERATIONS</u></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>				
	Carried to final summary				
	<p>Section NO.02 Bill NO.01 ALTERATIONS OURLADY OF AFRICA CRECHE</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

**Section NO.02
Bill NO.01
ALTERATIONS
OURLADY OF AFRICA CRECHE**

REMOVAL OF EXISTING WORK		
<u>Breaking up and removing unreinforced concrete</u>		
1	Steps	m3 1
2	75 mm Thick surface beds	m2 13
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>		
3	Corrugated sheet steel roof covering and timber purlins	m2 20
4	238 x 12 mm steel fascias and barge board	m 25
<u>Taking out and removing ironmongery</u>		
5	Mortice lockset from timber door	No 3
<u>Taking out/off and removing glass and mirrors</u>		
6	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2 3
<u>Removal of existing work</u>		
<u>Breaking down and removing brick etc</u>		
7	one brick wall in beam filling	12
MAKING GOOD OF FINISHES ETC		
<u>Making good face brickwork</u>		
8	Faces of walls where one brick cross walls removed	m 3
<u>Making good untinted granolithic</u>		
9	30 mm Thick on floors in patches	m2 6
<u>Making good internal cement plaster</u>		
10	Walls in patches	m2 10
11	Floor in patches	m2 24
Carried to collection		
Section NO.02		
Bill NO.01		
ALTERATIONS		
OURLADY OF AFRICA CRECHE		

<u>Removal of doors,windows,ittings etc</u>	3	
12 Removal of wooden door size 813x2032mm	2	
<u>SERVICING OF DOORS AND WINDOWS</u>		
13 Replace window stays,handles and pegs	1	
14 Remove door striker plate and replace with new	4	
15 Tighten loose door striker plate		
Carried to collection		
Section NO.02 Bill NO.01 ALTERATIONS OURLADY OF AFRICA CRECHE		

Collection	Page	Amounts
Total brought forward from page no	59	
	60	
	61	
	62	
Carried to building works summary		
Section NO.02 Bill NO.01 ALTERATIONS OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p>SECTION NO.2</p> <p><u>BILL NO. 2</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"</p> <p><u>Subterranean water</u></p> <p>No subterranean water is expected The water table is expected to vary between approximately 30 m and 100 m below natural ground level. The removal of subterranean water is given separately</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density and other tests</p>				
	Carried to collection				
	<p>Section NO.02 Bill NO.02 EARTHWORKS (PROVISIONAL) OURLADY OF AFRICA CRECHE</p>				

<u>SITE CLEARANCE</u>				
<u>Site clearance</u>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	60	
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
<u>EXCAVATIONS ETC</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
2	Trenches	m3	6	
<u>FILLING ETC</u>				
<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 30 m from the perimeter of the excavations or stock piles, compacted to 90% Mod AASHTO density</u>				
3	Backfilling to trenches, holes, etc	m3	3	
<u>Compaction of ground surfaces</u>				
4	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	45	
<u>WEED KILLERS, INSECTICIDES, ETC</u>				
<u>Soil insecticide in accordance with SANS 5859</u>				
5	Drilling and injecting Ant and Termites poisoning in 16 mm diameter drilled holes 1 meter apart below floors and aprons	m	60	
Carried to collection				
Section NO.02				
Bill NO.02				
EARTHWORKS (PROVISIONAL)				
OURLADY OF AFRICA CRECHE				

Collection	Page	Amounts
Total brought forward from page no	64	
	65	
Carried to building works summary		
Section NO.02 Bill NO.02 EARTHWORKS (PROVISIONAL) OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.03</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></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>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>				

<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
<u>25 MPa/19 mm concrete</u>				
1	Surface beds on waterproofing	m3	3	
2	Aprons cast in panels	m3	6	
3	Ramps	m3	1	
<u>Curing surfaces of concrete with ? curing compound applied at a rate of ? l/m²</u>				
4	Various components	m2	60	
<u>Finishing top surfaces of concrete smooth with a wood float</u>				
5	Surface beds, slabs, etc to falls	m2	4	
Carried to collection				
Section NO.02 Bill NO.03 CONCRETE, FORMWORK AND REINFORCEMENT OURLADY OF AFRICA CRECHE				

Collection	Page	Amounts
Total brought forward from page no	67	
	68	
Carried to building works summary		
Section NO.02 Bill NO.03 CONCRETE, FORMWORK AND REINFORCEMENT OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.04</u></p> <p><u>MASONRY</u></p> <p><u>BRICKWORK</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><u>Bagged and sealed walls</u></p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating</p> <p><u>Face bricks</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p> <p><u>Pointing</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc</p> <p><u>BLOCKWORK</u></p> <p><u>Concrete masonry units</u></p> <p>Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7MPa</p>				
	Carried to collection				
	<p>Section NO.02 Bill NO.04 MASONRY OURLADY OF AFRICA CRECHE</p>				

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>Wall ties for blockwork</u></p> <p>Wall ties shall be polypropylene ties complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 75mm of each end to be built into the blockwork. Ties are to be spaced at intervals of not more than 1m in the horizontal direction and not more than 400mm staggered in the vertical direction except at openings, vertical joints or ends of walls where they are to be placed vertically above each other</p> <p><u>Blockwork</u></p> <p>Blockwork shall comply with SANS 10145 "Concrete Masonry Construction"</p> <p>Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole</p> <p><u>Standard complementary blocks</u></p> <p>Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary</p> <p><u>DECORATIVE BLOCKS</u></p> <p>Blocks shall be of approved manufacture, sound, well burnt or cured and uniform and true in size, shape and colour</p> <p><u>2.5mm Brickwork reinforcement</u></p>				
1	150 mm Wide reinforcement built in horizontally	m2	5		
	<p><u>BLOCKWORK</u></p> <p><u>SUPERSTRUCTURE</u></p> <p><u>Blockwork in class II mortar</u></p>				
2	55 mm Walls in beamfilling	m2	12		
	Carried to collection				
	<p>Section NO.02 Bill NO.04 MASONRY OURLADY OF AFRICA CRECHE</p>				

<u>Galvanised wire ties etc</u>	3 4mm Diameter roof tie 2m girth bent double, with one end built into brickwork and other end fixed to timbe	No	40		
Carried to collection					
Section NO.02 Bill NO.04 MASONRY OURLADY OF AFRICA CRECHE					

Item No.	Description	Unit	Qty	Rate	Amount
	<p>SECTION NO.02</p> <p>BILL NO.05</p> <p>ROOF COVERINGS, CLADDINGS, ETC</p> <p>PROFILED METAL SHEETING AND ACCESSORIES</p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p>User note</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	187		
	Carried to collection				
	<p>Section NO.02 BILL NO.05 ROOF COVERINGS, CLADDINGS, ETC OURLADY OF AFRICA CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	74	
Carried to building works summary		
Section NO.02 Bill NO.05 ROOF COVERINGS, CLADDINGS, ETC OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.06</u>				
	<u>CARPENTRY AND JOINERY</u>				
	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				
	<u>STRUCTURAL TIMBERWORK ETC</u>				
	<u>Wrought softwood grade ?</u>				
1	38 x 114mm Wall plates	m	42		
2	38 x 114mm Rafters	m	70		
3	38 x 76 mm Purlins	m	126		
	<u>Sundries</u>				
4	Wrought faces on sawn timbers	m2	9		
5	Two coats creosote on sawn timbers	m2	3		
6	25 x 0,6 mm Type ? hurricane fastener including nailed	No	70		
7	20 x 0,6 mm Galvanised hoop iron roof tie 2 m girth with both ends fixed to timber	No	20		
	Carried to collection				
	Section NO.02				
	Bill NO.06				
	CARPENTRY AND JOINERY				
	OURLADY OF AFRICA CRECHE				

TIMBER DOORS, WINDOWS, ETC

DOORS, ETC

Wrought Meranti doors hung to steel frames

8 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 4

EAVES,VERGES,ETC

9 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

m 56

Carried to collection

**Section NO.02
 Bill NO.06
 CARPENTRY AND JOINERY
 OURLADY OF AFRICA CRECHE**

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.07</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></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><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></p> <p><u>NAILED-UP CEILINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></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>				
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.07</p> <p>CEILINGS, PARTITIONS AND ACCESS FLOORING</p> <p>OURLADY OF AFRICA CRECHE</p>				

<u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u>				
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	m2	150	
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	No	2	
<u>Gypsum plasterboard cornices</u>				
3	76 mm Coved cornices	m	90	
Carried to collection				
Section NO.02 Bill NO.07 CEILINGS, PARTITIONS AND ACCESS FLOORING OURLADY OF AFRICA CRECHE				

Collection	Page	Amount
Total brought forward fromm page no	79	
	80	
Carried to building works summary		
Section NO.02 Bill NO.07 CEILINGS, PARTITIONS AND ACCESS FLOORING OURLADY OF AFRICA CRECHE		

Collection	Page	Amounts
Total brought forward from page no	82	
Carried to building works summary		
Section NO.02 Bill NO.08 IRONMONGERY OURLADY OF AFRICA CRECHE		

Collection	Page	Amount
Total brought forward from page no	84	
Carried to building works summary		
Section NO.02 Bill NO.09 STRUCTURAL STEELWORK OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.10</u></p> <p><u>METALWORK</u></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><u>STEEL GATES, SCREENS, ETC</u></p> <p><u>Welded screens and gates to ?</u></p> <p>1 Single gate 1200 x 2032 mm high of 30 x 30 x 2mm hollow section frame and 30 x 30 x 20 mm hollow section horizontal middle rail, filled in with 30 x 30 x 2 mm hollow section vertical bars at 90 mm centres and fitted with a pair of suitable hinges welded to post and with ears for padlock</p> <p><u>STEEL MINOR WORK</u></p> <p><u>Bolts</u></p> <p>2 Bolts</p> <p>3 16 mm Expansion bolt</p>				
		No	4		
		kg	2		
		No	2		
	Carried to collection				
	<p>Section NO.02 Bill NO.10 METALWORK OURLADY OF AFRICA CRECHE</p>				

<u>WELDED SCREENS,GATES,ETC steel gates and frames</u>	No	2		
<p>4 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 19 mm diameter rod vertical bars framed through intermediate rails with ends welded to framing (hinges,locking devices etc,elsewhere),size 900x2032 high</p>				
Carried to collection				
<p>Section NO.02 Bill NO.10 METALWORK OURLADY OF AFRICA CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	86	
	87	
Carried to building works summary		
Section NO.02 Bill NO.10 METALWORK OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.11</u></p> <p><u>PLASTERING</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>GRANOLITHIC</u></p> <p><u>Method</u></p> <p>The method to be used shall be either the monolithic method or the bonded method</p> <p><u>Preparation</u></p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic</p> <p><u>Mix</u></p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic</p> <p><u>Panels</u></p> <p>Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width</p>				
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.11</p> <p>PLASTERING</p> <p>OURLADY OF AFRICA CRECHE</p>				

Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints

Laying

Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels

Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels

After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated

Curing, seasoning and protection

Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying

GRANOLITHIC

Untinted granolithic, on concrete

1	20 mm Thick on floors and landings	m2	5
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INTERNAL PLASTER

Cement plaster steel trowelled, on brickwork

2	On walls	m2	3
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3	On floors	m2	7
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Carried to collection

**Section NO.02
Bill NO.11
PLASTERING
OURLADY OF AFRICA CRECHE**

Collection	Page	Amounts
Total brought forward from page no	89	
	90	
Carried to building works summary		
Section NO.02 Bill NO.11 PLASTERING OURLADY OF AFRICA CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p>SECTION NO.02</p> <p><u>BILL NO.12</u></p> <p><u>ELECTRICAL WORK</u></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><u>DISTRIBUTION BOARD DB - 12 WAY</u></p>				
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		
	Carried to final summary				
	<p>Section NO.02 Bill NO.12 ELECTRICAL WORK OURLADY OF AFRICA CRECHE</p>				

<u>GENERAL LIGHTING AND POWER</u>				
<u>CONDUITS ETC</u>				
<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	
<u>CONDUCTORS</u>				
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>				
13	2,5 mm ²	m	12	
14	4 mm ²	m	6	
<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>				
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	
<u>LUMINAIRES</u>				
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	
<u>SUNDRIES</u>				
21	Earthing of buildings	Item	1	
22	Testing and commissioning the complete electrical installation	Item	1	
Carried to collection				
Section NO.02				
Bill NO.12				
ELECTRICAL WORK				
OURLADY OF AFRICA CRECHE				

Collection	Page	Amounts
Total brough forward from page no	92	
	93	
Carried to building works summary		
Section NO.02 Bill NO.12 ELECTRICAL WORK OURLADY OF AFRICA CRECHE		

Bill No.	FINAL SUMMARY BUILDING WORKS	Pages		Amount
1	Alterations	63	R	
2	Earthworks (provisional)	66	R	
3	Concrete, formwork and reinforcement	69	R	
4	Masonry	73	R	
5	Roof coverings, claddings, etc	75	R	
6	Carpentry and joinery	78	R	
7	Ceilings, partitions and access flooring	81	R	
8	Ironmongery	83	R	
9	Structural steelwork	85	R	
10	Metalwork	88	R	
11	Plastering	91	R	
12	Electrical work	94	R	
	Sub-total for net building works		R	

	Page	Amount
<u>FINAL SUMMARY OF OURLADY OF AFRICA CRECHE</u>		
<u>SECTION NO.01</u>		
PRELIMINARIE AND GENERAL	58	-----
<u>SECTION NO.02</u>		
BUILDING WORKS	97	-----
CARRIED TO CLUSTER FINAL SUMMARY OF VHEMBE ECDS		----- -----

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</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

TSHIKUNDINI 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
TSHIKUNDINI 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
TSHIKUNDINI 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

TSHIKUNDINI COMMUNITY CRECHE

Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"				
Fixed	Item			
Value Related	Item			
Time Related	Item			
4 Design responsibility (clause 4)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
5 Employer's agents (clause 5)				
Fixed	Item			
	Item			
Value Related				
Time Related	Item			
6 Contractor's site representative (clause 6)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

<p>7 Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>8 Works risk (clause 8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>9 Indemnities (clause 9)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</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 Works insurances (clause 10)			
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			
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

(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
TSHIKUNDINI COMMUNITY CRECHE

(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
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

<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			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>				

11 Liability insurances (clause 11)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
12 Effecting insurances (clause 12)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
13 No clause (clause 13)				
14 Security (clause 14)				
	Clause 14.0 is amended by:-			
	i) The addition of the following clauses:-			
	Clause 14.7.3			
	Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

Execution (A15 - A23)			
15 Preparation for and execution of the works (clause 15)			
	Clause 15.1.1 is amended by replacing it with: No clause		
	Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0		
	Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and ammendments, within twenty-one (21) calendar days of commencement date		
	Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
16 Access to the works (clause 16)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
17 Contract instructions (clause 17)			
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
TSHIKUNDINI COMMUNITY CRECHE			

Fixed	Item		
Value Related	Item		
Time Related	Item		
18 Setting out of the works (clause 18)			
<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		
19 Assignment (clause 19)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
TSHIKUNDINI COMMUNITY CRECHE			

20 Nominated sub-contractors (clause 20)	Clause 20.0	Item	
	Clause 20.1.3 is amended by replacing it with the following:		
	No Clause		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
21 Selected sub-contractors (clause 21)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
22 Employer's direct contractors (clause 22)			
	<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	Item	
	Time Related	Item	
	Carried to collection		
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

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

28	<p>Sectional completion (clause 28)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
29	<p>Revision of date of practical completion (clause 29)</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>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>				

Clause 29.10.2	<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>	Item	
Clause 29.10.3	<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>	Item	
Fixed		Item	
Value Related		Item	
Time Related		Item	
30 Penalty for non-completion (clause 30)			
Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0			
Fixed		Item	
Value Related		Item	
Time Related		Item	
Carried to collection			
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>			

Payment (A31 - A35)			
31	Interim payment to the contractor (clause 31)		
	Clause 31.9 is amended by replacing "seven (7) calendar days" with "thirty (30) calendar 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	Adjustment to the contract value (clause 32)		
	Clause 32.0		
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:		
	due to no fault of the contractor		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
33	Recovery of expense and loss (clause 33)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
TSHIKUNDINI COMMUNITY CRECHE			

34	<p>Final account and final payment (clause 34)</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>Payment to other parties (clause 35)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Cancellation (A36-A39)</p>	Item			
36	<p>Cancellation by employer - contractor's default (clause 36)</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;">Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</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>37 Cancellation by employer - loss and damage (clause 37)</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>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>				

38	<p>Cancellation by contractor - employer's default (clause 38)</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>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item	Item	Item	
	<p>Dispute Settlement (A40)</p>				
	<p style="text-align: right;">Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>				

40 Disputes Settlement (clause 40)

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

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.

Fixed

Item

Value Related

Item

Time Related

Item

State Provision (A41)

Carried to collection

Section NO.01

Bill NO.01

PRELIMINARIES

TSHIKUNDINI COMMUNITY CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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

Documents (B2)			
44 Checking of documents (B2.1)			
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 Provisional bills of quantities (B2.2)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

46 Availability of construction documentation (B2.3)	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		
	Value Related	Item	
	Time Related	Item	
47 Interests of agents (B2.4)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
48 Priced documents (B2.5)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
49 Tender submission (B2.6)			
	Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Carried to collection		
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

53	Existing premises occupied (B3.4)	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
54	Previous work - dimensional accuracy (B3.5)			
	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	Previous work - defects (B3.6)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
56	Services - known (B3.7)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
57	Services - unknown (B3.8)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

58 Protection of trees, etc (B3.9)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 Articles of value (B3.10)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 Inspection of adjoining properties, etc (B3.11)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Management of contract (B4)			
61 Management of the works (B4.1)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62 Programming for the works (B4.2)				
	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

<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>	Item	
Fixed	Item	
Value Related	Item	
Time Related	Item	
63 Progress meetings (B4.3)		
Fixed	Item	
Value Related	Item	
Time Related	Item	
64 Technical meetings (B4.4)		
Fixed	Item	
Value Related	Item	
Time Related	Item	
Carried to collection		
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>		

65	Labour and plant records (B4.5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Samples, shop drawings and manufacturer's instructions (B5)			
66	Samples of materials (B5.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
67	Workmanship samples (B5.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
68	Shop drawings (B5.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
69	Compliance with manufacturer's instructions (B5.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	TSHIKUNDINI COMMUNITY CRECHE			

	Temporary works and plant (B6)		
70	Deposits and fees (B6.1)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
71	Enclosure of the works (B6.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
72	Advertising (B6.3)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
73	Plant, equipment, sheds and offices (B6.4)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
74	Main notice board (B6.5)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Carried to collection		
	Section NO.01		
	Bill NO.01		
	PRELIMINARIES		
	TSHIKUNDINI COMMUNITY CRECHE		

75 Subcontractors notice board (B6.6)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Temporary services (B7)			
76 Location (B7.1)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
77 Water (B7.2)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
78 Electricity (B7.3)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
79 Telecommunication facilities (B7.4)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

80	Ablution facilities (B7.5)	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Prime cost amounts (B8)			
81	Responsibility for prime cost amounts (B8.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Attendance on nominated and selected subcontractors (B9)			
82	General attendance (B9.1)			
	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	Special attendance (B9.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

84 Commissioning - Fuel, water and electricity (B9.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Financial aspects (B10)			
85 Statutory taxes, duties and levies (B10.1)	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 Payment of preliminaries (B10.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 Adjustment of preliminaries (B10.3)	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

93 Disturbance (B11.5)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
94 Enviromental disturbance (B11.6)			
Fixed	Item		
Time Related	Item		
Value Related	Item		
95 Works cleaning and clearing (B11.7)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
96 Vermin (B11.8)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
97 Overhand work (B11.9)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
98 Instruction manuals and guarantees (B11.10)			
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
TSHIKUNDINI COMMUNITY CRECHE			

	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	As built information (B11.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	Tenant installations (B11.12)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Schedule of variables (B12)			
101	Pre-tender information (B12.1)			
	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		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	TSHIKUNDINI COMMUNITY CRECHE			

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

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

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHIKUNDINI COMMUNITY CRECHE

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

Section NO.01

Bill NO.01

PRELIMINARIES

TSHIKUNDINI COMMUNITY CRECHE

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>Post-tender information (B12.2)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>	Item	Item	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			
103 Other post tender information (B12.3)			
All post-tender information for this section will be determined once tender is awarded			
Fixed	Item		
Value Related	Item		
Time Related	Item		
SECTION C: SPECIFIC PRELIMINARIES			
Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item			
104 Clause C1 - Contract drawings			
The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed			
Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

105	Clause C2 - General Preambles				
	The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
106	Clause C3 - Site instructions				
	All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only				
	Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
107	Clause C4 - Trade Names				
	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				
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

	<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>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>		
108	<p>Clause C5 - Overtime</p>			
	<p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>		
109	<p>Clause C6 - As-built drawings</p>			
	<p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	<p>Item</p> <p>Item</p> <p>Item</p>		
	<p>Carried to collection</p>			
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>			

110	Clause C5 - Labour record	Item		
	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	Clause C6 - Plant record			
	At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
112	Clause C7 - Non-cession of monies			
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE			

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

Section NO.01

Bill NO.01

PRELIMINARIES

TSHIKUNDINI COMMUNITY CRECHE

<p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p>	Item	
<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>	Item	
<p>Value Related</p>	Item	
<p>Time Related</p>	Item	
<p>115 Clause C13 - HIV/Aids Awareness</p>		
<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be</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>Carried to collection</p>		
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</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>	Item		
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>116 Clause C13.1 - Awareness Champion</p>			
<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>	Item		
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>117 Clause C13.2 - Awareness Workshop</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>	Item		
Fixed	Item		
Value Related	Item		
Time Related	Item		
<p>Carried to collection</p>			
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>			

118	Clause C13.3 - Posters, booklets, videos, etc.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
119	Clause C13.4 - Access to Condoms				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	Clause C13.5- Monitoring				
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE				

<u>COLLECTION</u>	Page
Total Brought Forward from Page No.	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
carried forward	

Brought forward from page

- 57
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

Carried to Final Summary

Item	Description	Unit	Qty	Rate	Amount
	Doors, fanlights, windows, fittings, frames, linings, etc which are				
	Doors, fanlights, windows, fittings, frames, linings, etc which are Prices for taking out of doors, windows, etc shall include for Prices for taking out and removing doors and frames shall				
	With regard to building up of openings in existing walls, cement				
	Making good of finishes shall include making good of the brick				
	The contractor will be required to take all dimensions affecting				
	Section NO.02 Bill NO.01 ALTERATIONS TSHIKUNDINI COMMUNITY CRECHE				

Carried to final summary

<u>REMOVAL OF EXISTING WORK</u>					
<u>Breaking up and removing unreinforced concrete</u>					
1	Steps	m3	1		
2	75 mm Thick surface beds	m2	1		
3	100 mm x 100 mm gutters	m	24		
<u>Removal of doors, windows, fittings etc</u>					
4	Removal of wooden door size 813x2032mm		2		
Carried to collection					
Section NO.02 Bill NO.01 ALTERATIONS TSHIKUNDINI COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	59	
	60	
	61	
Carried to building works summary		
Section NO.02 Bill NO.01 ALTERATIONS TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.02</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and <u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material,</p> <p>The nature of the ground is assumed to be gravel, therefore</p> <p>The nature of the ground is assumed to be silty clay with loose</p> <p><u>Subterranean water</u></p> <p>No subterranean water is expected The water table is expected</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density and other</p>				
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.02</p> <p>EARTHWORKS (PROVISIONAL)</p> <p>TSHIKUNDINI COMMUNITY CRECHE</p>				

<u>SITE CLEARANCE</u>				
<u>Site clearance</u>				
1	Digging up and removing rubbish, debris, vegetation, hedges,	m2	160	
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
<u>EXCAVATIONS ETC</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
2	Trenches	m3	8	
<u>Extra over all excavations for carting away</u>				
3	Surplus material from excavations and/or stock piles on site, to a	m3	3	
<u>FILLING ETC</u>				
<u>Selected earth filling obtained from the excavations and/or</u>				
4	Backfilling to trenches, holes, etc	m3	6	
<u>Compaction of ground surfaces</u>				
5	Compaction of natural or excavated ground surface under floors	m2	80	
<u>WEED KILLERS, INSECTICIDES, ETC</u>				
<u>Soil insecticide in accordance with SANS 5859</u>				
6	Drilling and injecting Ant and Termites poisoning in 16 mm	m	100	
7	Spray treatment inside timber roof structure	m2	200	
Carried to collections				
Section NO.02				
Bill NO.02				
EARTHWORKS (PROVISIONAL)				
TSHIKUNDINI COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	63	
	64	
Carried to building works summary		
Section NO.02 Bill NO.02 EARTHWORKS (PROVISIONAL) TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.2</u>				
	<u>BILL NO.03</u>				
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
	For preambles refer to "General Specification of Labour and				
	<u>User note</u>				
	<u>Cost of tests</u>				
	The costs of making, storing and testing of concrete test cubes				
	<u>Lightweight concrete</u>				
	Lightweight concrete shall have a density of 600kg/m ³ for the top				
	<u>Formwork</u>				
	Descriptions of formwork shall be deemed to include use and				
	The vertical strutting shall be carried down to such construction				
	Formwork to soffits of solid slabs etc shall be deemed to be to				
	Formwork to soffits of slabs, beams, etc shall be deemed to be				
	Formwork to sides of bases, pile caps, ground beams, etc will				
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED</u>				
	<u>25 MPa/19 mm concrete</u>				
1	Aprons cast in panels	m ³	12		
2	Ramps	m ³	2		
	<u>Curing surfaces of concrete with ? curing compound applied at a</u>				
3	Various components	m ²	40		
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
4	Surface beds, slabs, etc to falls	m ²	40		
	Carried to collection				
	Section NO.02				
	Bill NO.03				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	TSHIKUNDINI COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	66	
Carried to building works summary		
Section NO.02 Bill NO.03 CONCRETE, FORMWORK AND REINFORCEMENT TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.04</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>For preambles refer to "General Specification of Labour and Fixing</p> <p>Items described as "nailed" shall be deemed to be fixed with</p> <p>Items described as "plugged" shall be deemed to include</p> <p><u>Decorative thermosetting plastic laminate covering</u></p> <p>Laminate covering shall be glued under pressure and edge strips</p> <p><u>TIMBER DOORS, WINDOWS, ETC</u></p> <p><u>DOORS, ETC</u></p> <p><u>Wrought Meranti doors hung to steel frames</u></p>				
1	40 mm Single panel stable door 813 x 2032 mm high with	No	6		
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.04</p> <p>CARPENTRY AND JOINERY</p> <p>TSHIKUNDINI COMMUNITY CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	68	
Carried to building works summary		
Section NO.02 Bill NO.04 CARPENTRY AND JOINERY TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.2</u>				
	<u>BILL NO.05</u>				
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
	For preambles refer to "General Specification of Labour and				
	<u>User note</u>				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with				
	Items described as "plugged" shall be deemed to include				
	<u>Ceilings</u>				
	Unless otherwise described ceilings shall be deemed to be				
	<u>Bulkheads</u>				
	Unless otherwise described bulkheads shall be deemed to be				
	<u>Steel components</u>				
	All steel components for ceilings, partitions, etc are to be				
	<u>CEILING TIMBERS, BEADS, INSULATION, ETC</u>				
	<u>NAILED-UP CEILINGS</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Openings</u>				
	Prices for openings for light fittings, ventilation grilles, air				
	<u>6.4mm Gypsum plasterboard with H-profile galvanised steel</u>				
1	Ceilings including 38 x 38 mm sawn softwood bandering at 450	m2	210		
2	Extra over ceiling for 600 x 600 mm trap door of 50 x 76 mm	No	3		
	Carried to collection				
	Section NO.02				
	Bill NO.05				
	CEILINGS, PARTITIONS AND ACCESS FLOORING				
	TSHIKUNDINI COMMUNITY CRECHE				

<u>Gypsum plasterboard cornices</u>	3 76 mm Coved cornices	m	65	
Carried to collection				
Section NO.02 Bill NO.05 CEILINGS, PARTITIONS AND ACCESS FLOORING TSHIKUNDINI COMMUNITY CRECHE				

Collection	Page	Amount
Total brought forward fromm page no	70	
	71	
Carried to building works summary		
Section NO.02 Bill NO.05 CEILINGS, PARTITIONS AND ACCESS FLOORING TSHIKUNDINI COMMUNITY CRECHE		

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

Collection	Page	Amount
Total brought forward from page no	75	
Carried to building works summary		
Section NO.02 Bill NO.07 STRUCTURAL STEELWORK TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.08</u>				
	<u>METALWORK</u>				
	For preambles refer to "General Specification of Labour and				
	<u>User note</u>				
	<u>Descriptions of bolts, anchors, etc</u>				
	Descriptions of bolts shall be deemed to include nuts and				
	Descriptions of expansion anchors and bolts and chemical				
	Items described as "holed for bolt(s)" shall be deemed to exclude				
	Items described as "plugged" shall be deemed to include				
	<u>STEEL GATES, SCREENS, ETC</u>				
	<u>Welded screens and gates to ?</u>				
1	Single gate 1200 x 2032 mm high of 30 x 30 x 2mm hollow	No	6		
	<u>STEEL MINOR WORK</u>				
	<u>Bolts</u>				
2	Bolts	kg	1		
3	16 mm Expansion bolt	No	1		
	Carried to collection				
	Section NO.02				
	Bill NO.08				
	METALWORK				
	TSHIKUNDINI COMMUNITY CRECHE				

<u>WELDED SCREENS,GATES,ETC steel gates and frames</u>	No	3	No	3
4 Single gate formed of 40x60x2mm hollow section framing all				
5 Single gate formed of 40x60x2mm hollow section framing all				
Carried to collection				
Section NO.02 Bill NO.08 METALWORK TSHIKUNDINI COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	77	
	78	
Carried to building works summary		
Section NO.02 Bill NO.08 METALWORK TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.09</u>				
	<u>ELECTRICAL WORK</u>				
	For preambles refer to "General Specification of Labour and				
	<u>Distribution boards etc</u>				
	Rates for distribution boards etc are to include for busbars,				
	<u>Switches, socket outlets, etc</u>				
	Rates for switches, socket outlets, etc are to include for screwing				
	<u>Light fittings</u>				
	Rates for light fittings are to include for hanging, fixing and				
	<u>CONDUCTORS</u>				
	<u>PVC insulated stranded copper conductors drawn into conduit,</u>				
1	2,5 mm ²	m	12		
2	4 mm ²	m	6		
	<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>				
3	16A Flush mounted one lever one-way switch unit	No	1		
4	16A Flush mounted two lever two-way switch unit	No	1		
5	16A Three pin flush mounted socket outlet with switch, double	No	2		
6	20A Flush mounted double pole isolator	No	1		
	Carried to collection				
	Section NO.02				
	Bill NO.09				
	ELECTRICAL WORK				
	TSHIKUNDINI COMMUNITY CRECHE				

<u>LUMINAIRES</u>	No	3		
7 1500 mm Open Channel Flourescent lamp luminaire LLB				
8 Flourescent tube 2x36w	No	6		
<u>SUNDRIES</u>				
9 Earthing of buildings	Item	1		
10 Testing and commissioning the complete electrical	Item	1		
Carried to collection				
Section NO.02 Bill NO.09 ELECTRICAL WORK TSHIKUNDINI COMMUNITY CRECHE				

Collection	Page	Amounts
Total brough forward from page no	80	
	81	
Carried to building works summary		
Section NO.02 Bill NO.09 ELECTRICAL WORK TSHIKUNDINI COMMUNITY CRECHE		

Collection	Page	Amounts
Total brought forward from page no	83	
Carried to final summary		
Section NO.02 Bill NO.10 GLAZING TSHIKUNDINI COMMUNITY CRECHE		

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.11</u></p> <p><u>PAINTWORK</u></p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p>For preambles refer to "General Specification of Labour and</p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down.</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling</p> <p><u>COLOURS</u></p> <p><i>Unless otherwise described paintwork on ceilings shall be</i></p>				
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.11</p> <p>PAINTWORK</p> <p>TSHIKUNDINI COMMUNITY CRECHE</p>				

<u>PAINTWORK, ETC TO NEW WORK</u>				
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
<u>One coat alkali resistant primer and two coats low odour</u>				
1	Walls	m2	240	
<u>ON INTERNAL GYPSUM PLASTER SURFACES</u>				
<u>One coat primer and two coats low odour premium quality highly</u>				
2	Ceilings and beams ("White" colour group)	m2	200	
<u>ON PLASTERBOARD SURFACES</u>				
<u>One coat alkali resistant primer and two coats PVA emulsion</u>				
3	Partitions	m2	8	
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
<u>One coat alkali resistant primer and two coats superior quality</u>				
4	Fascias and barge boards not exceeding 300mm girth, including	m	80	
Carried to collection				
Section NO.02				
Bill NO.11				
PAINTWORK				
TSHIKUNDINI COMMUNITY CRECHE				

<u>ON METAL SURFACES</u>					
<u>One coat alkyd based zinc phosphate primer, one coat alkyd</u>					
5	Door frames	m2	3		
6	Windows	m2	2		
7	Eaves gutters	m2	18		
8	Rainwater downpipes not exceeding 300mm girth	m	24		
<u>ON WOOD SURFACES</u>					
<u>Three coats superior quality polyurethane suede varnish</u>					
9	Doors	m2	8		
Carried to collection					
Section NO.02					
Bill NO.11					
PAINTWORK					
TSHIKUNDINI COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	85	
	86	
	87	
Carried to building works summary		
Section NO.02 Bill NO.11 PAINTWORK TSHIKUNDINI COMMUNITY CRECHE		

No.	<u>FINAL SUMMARY BUILDING WORKS</u>	Pages		Amount
1	Alterations	62	R	
2	Earthworks (provisional)	65	R	
3	Concrete, formwork and reinforcement	67	R	
4	Carpentry and joinery	68	R	
5	Ceilings, partitions and access flooring	72	R	
6	Ironmongery	74	R	
7	Structural steelwork	76	R	
8	Metalwork	79	R	
9	Electrical work	82	R	
10	Glazing	84	R	
11	Paintwork	88	R	
CARRIED TO FINAL SUMMARY OF TSHIKUNDINI COMMUNITY CRECHE				

<u>FINAL SUMMARY OF TSHIKUNDINI COMMUNITY CRECHE</u>	Page	Amount
<u>SECTION NO.01</u>		
PRELIMINARIE AND GENERAL	58	-----
<u>SECTION NO.02</u>		
BUILDING WORKS	97	-----
CARRIED TO CLUSTER FINAL SUMMARY OF VHEMBE ECDS		----- -----

Item	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></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>				
	Carried to collection				
	<p>Section NO.01</p> <p>Bill NO.01</p> <p>PRELIMINARIES</p> <p>TSHILIUNGOMA COMMUNITY CRECHE</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

TSHILIUNGOMA 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
TSHILIUNGOMA 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
TSHILIUNGOMA 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
TSHILIUNGOMA COMMUNITY CRECHE**

<p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>4 Design responsibility (clause 4)</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>5 Employer's agents (clause 5)</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>6 Contractor's site representative (clause 6)</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;">Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>				

<p>7 Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>8 Works risk (clause 8)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>9 Indemnities (clause 9)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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 Works insurances (clause 10)				
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				
Carried to collection				
<p>Section NO.01</p>				
<p>Bill NO.01</p>				
<p>PRELIMINARIES</p>				
<p>TSHILIUNGOMA COMMUNITY CRECHE</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

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

(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
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

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

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

11 Liability insurances (clause 11)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
12 Effecting insurances (clause 12)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
13 No clause (clause 13)				
14 Security (clause 14)				
Clause 14.0 is amended by:-				
i) The addition of the following clauses:-				
Clause 14.7.3				
Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor"				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

Fixed	Item		
Value Related	Item		
Time Related	Item		
18 Setting out of the works (clause 18)			
<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		
19 Assignment (clause 19)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Carried to collection			
Section NO.01			
Bill NO.01			
PRELIMINARIES			
TSHILIUNGOMA COMMUNITY CRECHE			

20 Nominated sub-contractors (clause 20)	Clause 20.0				
	Clause 20.1.3 is amended by replacing it with the following:				
	No Clause				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
21 Selected sub-contractors (clause 21)					
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
22 Employer's direct contractors (clause 22)					
	<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	Item			
	Time Related	Item			
	Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE					

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

28	<p>Sectional completion (clause 28)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p>	Item			
29	<p>Revision of date of practical completion (clause 29)</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>				
Carried to collection					
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>30 Penalty for non-completion (clause 30)</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>			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>				

<p>34 Final account and final payment (clause 34)</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> <p>35 Payment to other parties (clause 35)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Cancellation (A36-A39)</p> <p>36 Cancellation by employer - contractor's default (clause 36)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>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>37 Cancellation by employer - loss and damage (clause 37)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>				

38	<p>Cancellation by contractor - employer's default (clause 38)</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>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Dispute Settlement (A40)</p>	Item			
Carried to collection					
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>					

<p>40 Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 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>State Provision (A41)</p>	<p>Item</p> <p>Item</p> <p>Item</p>			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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

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

<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>Contract Variables (A41)</p>				
<p>42 The Schedule (clause 42)</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>SECTION B: PRELIMINARIES</p>				
<p>Definition and interpretation (B1)</p>				
<p>43 Definition and interpretation</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;">Carried to collection</p>				
<p>Section NO.01</p>				
<p>Bill NO.01</p>				
<p>PRELIMINARIES</p>				
<p>TSHILIUNGOMA COMMUNITY CRECHE</p>				

	<p>Documents (B2)</p> <p>44 Checking of documents (B2.1)</p> <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> <p>45 Provisional bills of quantities (B2.2)</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p style="text-align: right;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>46 Availability of construction documentation (B2.3)</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>	Item	Item	Item	
	Fixed				
	Value Related				
	Time Related				
<p>47 Interests of agents (B2.4)</p>	Fixed	Item	Item	Item	
	Value Related				
	Time Related				
<p>48 Priced documents (B2.5)</p>	Fixed	Item	Item	Item	
	Value Related				
	Time Related				
<p>49 Tender submission (B2.6)</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>	Item	Item	Item	
	Fixed				
	Value Related				
	Time Related				
	Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>					

53 Existing premises occupied (B3.4)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
54 Previous work - dimensional accuracy (B3.5)	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 Previous work - defects (B3.6)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
56 Services - known (B3.7)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
57 Services - unknown (B3.8)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
Carried to collection				
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

58 Protection of trees, etc (B3.9)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
59 Articles of value (B3.10)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
60 Inspection of adjoining properties, etc (B3.11)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Management of contract (B4)			
61 Management of the works (B4.1)				
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62 Programming for the works (B4.2)				
	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

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.

Carried to collection

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

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

Section NO.01
Bill NO.01
PRELIMINARIES
TSHILIUNGOMA COMMUNITY CRECHE

<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			
63 Progress meetings (B4.3)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
64 Technical meetings (B4.4)				
Fixed	Item			
Value Related	Item			
Time Related	Item			
Carried to collection				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHIKUNDINI COMMUNITY CRECHE</p>				

75 Subcontractors notice board (B6.6)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Temporary services (B7)			
76 Location (B7.1)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
77 Water (B7.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
78 Electricity (B7.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
79 Telecommunication facilities (B7.4)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

80	Ablution facilities (B7.5)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Prime cost amounts (B8)				
81	Responsibility for prime cost amounts (B8.1)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Attendance on nominated and selected subcontractors (B9)				
82	General attendance (B9.1)				
	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	Special attendance (B9.2)				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

84 Commissioning - Fuel, water and electricity (B9.3)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Financial aspects (B10)			
85 Statutory taxes, duties and levies (B10.1)	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 Payment of preliminaries (B10.2)	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87 Adjustment of preliminaries (B10.3)	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

88	Payment certificate cash flow (B10.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	General (B11)			
89	Protection of works (B11.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
90	Protection/isolation of existing/sectionally occupied works(B11.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
91	Site security (B11.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
92	Notice before covering work (B11.4)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	TSHILIUNGOMA COMMUNITY CRECHE			

	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
99	As built information (B11.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
100	Tenant installations (B11.12)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Schedule of variables (B12)			
101	Pre-tender information (B12.1)			
	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		
	Carried to collection			
	Section NO.01			
	Bill NO.01			
	PRELIMINARIES			
	TSHILIUNGOMA COMMUNITY CRECHE			

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

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

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

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

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

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

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

Section NO.01

Bill NO.01

PRELIMINARIES

TSHILIUNGOMA COMMUNITY CRECHE

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>Post-tender information (B12.2)</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>103 Other post tender information (B12.3)</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>SECTION C: SPECIFIC PRELIMINARIES</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>104 Clause C1 - Contract drawings</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;">Carried to collection</p> <p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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	<p>Clause C2 - General Preambles</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>	Item		
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
106	<p>Clause C3 - Site instructions</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>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
107	<p>Clause C4 - Trade Names</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>			
	Carried to collection			
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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	Clause C5 - Overtime				
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically 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	Clause C6 - As-built drawings				
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01				
	Bill NO.01				
	PRELIMINARIES				
	TSHILIUNGOMA COMMUNITY CRECHE				

110	Clause C5 - Labour record				
	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	Clause C6 - Plant record				
	At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
112	Clause C7 - Non-cession of monies				
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

113	<p>Clause C8 - Occupational Health and Safety Act</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>Clause C12 - Security Check of Personnel</p>				
	<p>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>115 Clause C13 - HIV/Aids Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be</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>Item</p> <p>Item</p> <p>Item</p>			
	<p>Carried to collection</p>				
	<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</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>116 Clause C13.1 - Awareness Champion</p>				
<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>				
<p>Fixed</p>	<p>Item</p>			
<p>Value Related</p>	<p>Item</p>			
<p>Time Related</p>	<p>Item</p>			
<p>117 Clause C13.2 - Awareness Workshop</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>Carried to collection</p>				
<p>Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE</p>				

118	Clause C13.3 - Posters, booklets, videos, etc.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
119	Clause C13.4 - Access to Condoms				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
120	Clause C13.5- Monitoring				
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	Carried to collection				
	Section NO.01 Bill NO.01 PRELIMINARIES TSHILIUNGOMA COMMUNITY CRECHE				

COLLECTION

Page

Total Brought Forward from Page No.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23

carried forward

Brought forward from page

- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

Carried to Final Summary

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 7km 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
Bill NO.01
ALTERATIONS
TSHILIUGOMA COMMUNITY CRECHE**

REMOVAL OF EXISTING WORK				
<u>Breaking up and removing unreinforced concrete</u>				
1	Steps	m3	1	
2	75 mm Thick surface beds	m2	13	
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
3	Corrugated sheet steel roof covering and timber purlins	m2	20	
4	238 x 12 mm steel fascias and barge board	m	25	
<u>Taking out and removing ironmongery</u>				
5	Mortice lockset from timber door	No	3	
<u>Taking out/off and removing glass and mirrors</u>				
6	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	3	
<u>Removal of existing work</u>				
<u>Breaking down and removing brick etc</u>				
7	one brick wall in beam filling		12	
MAKING GOOD OF FINISHES ETC				
<u>Making good face brickwork</u>				
8	Faces of walls where one brick cross walls removed	m	3	
<u>Making good untinted granolithic</u>				
9	30 mm Thick on floors in patches	m2	6	
<u>Making good internal cement plaster</u>				
10	Walls in patches	m2	10	
11	Floor in patches	m2	24	
Carried to collection				
Section NO.02				
Bill NO.01				
ALTERATIONS				
TSHILIUGOMA COMMUNITY CRECHE				

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.02</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"</p> <p><u>Subterranean water</u></p> <p>No subterranean water is expected The water table is expected to vary between approximately 30 m and 100 m below natural ground level. The removal of subterranean water is given separately</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density and other tests</p>				
	Carried to collection				
	<p>Section NO.02 Bill NO.02 EARTHWORKS (PROVISIONAL) TSHILIUGOMA COMMUNITY CRECHE</p>				

Item No.	Description	Unit	Qty	Rate	Amount Excluding VAT
	<u>SITE CLEARANCE</u>				
	<u>Site clearance</u>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	60		
	<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
	<u>EXCAVATIONS ETC</u>				
	<u>Excavation in earth not exceeding 2m deep</u>				
2	Trenches	m3	6		
	<u>FILLING ETC</u>				
	<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 30 m from the perimeter of the excavations or stock piles, compacted to 90% Mod AASHTO density</u>				
3	Backfilling to trenches, holes, etc	m3	3		
	<u>Compaction of ground surfaces</u>				
4	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	45		
	<u>WEED KILLERS, INSECTICIDES, ETC</u>				
	<u>Soil insecticide in accordance with SANS 5859</u>				
5	Drilling and injecting Ant and Termites poisoning in 16 mm diameter drilled holes 1 meter apart below floors and aprons	m	60		
	Carried to collection				
	Section NO.02				
	Bill NO.02				
	EARTHWORKS (PROVISIONAL)				
	TSHILIUGOMA COMMUNITY CRECHE				

Collection	Page	Amounts
Total brought forward from page no	64	
	65	
Carried to building works summary		
Section NO.02 Bill NO.02 EARTHWORKS (PROVISIONAL) TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.03</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></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>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>				

<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
<u>25 MPa/19 mm concrete</u>					
1	Surface beds on waterproofing	m3	3		
2	Aprons cast in panels	m3	6		
3	Ramps	m3	1		
<u>Curing surfaces of concrete with ? curing compound applied at a rate of ? l/m²</u>					
4	Various components	m2	60		
<u>Finishing top surfaces of concrete smooth with a wood float</u>					
5	Surface beds, slabs, etc to falls	m2	4		
Carried to collection					
Section NO.02 Bill NO.03 CONCRETE, FORMWORK AND REINFORCEMENT TSHILIUGOMA COMMUNITY CRECHE					

Collection	Page	Amounts
Total brought forward from page no	67	
	68	
Carried to final summary		
Section NO.02 Bill NO.03 CONCRETE, FORMWORK AND REINFORCEMENT TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.04</u></p> <p><u>MASONRY</u></p> <p><u>BRICKWORK</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><u>Bagged and sealed walls</u></p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating</p> <p><u>Face bricks</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p> <p><u>Pointing</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc</p> <p><u>BLOCKWORK</u></p> <p><u>Concrete masonry units</u></p> <p>Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7MPa</p>				
	Carried to collection				
	<p>Section NO.02 Bill NO.04 MASONRY TSHILIUGOMA COMMUNITY CRECHE</p>				

<p><u>Wall ties for blockwork</u></p> <p>Wall ties shall be polypropylene ties complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 75mm of each end to be built into the blockwork. Ties are to be spaced at intervals of not more than 1m in the horizontal direction and not more than 400mm staggered in the vertical direction except at openings, vertical joints or ends of walls where they are to be placed vertically above each other</p> <p><u>Blockwork</u></p> <p>Blockwork shall comply with SANS 10145 "Concrete Masonry Construction"</p> <p>Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole</p> <p><u>Standard complementary blocks</u></p> <p>Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary</p> <p><u>DECORATIVE BLOCKS</u></p> <p>Blocks shall be of approved manufacture, sound, well burnt or cured and uniform and true in size, shape and colour</p> <p><u>2.5mm Brickwork reinforcement</u></p>					
1	150 mm Wide reinforcement built in horizontally	m2	5		
<p><u>BLOCKWORK</u></p> <p><u>SUPERSTRUCTURE</u></p> <p><u>Blockwork in class II mortar</u></p>					
2	55 mm Walls in beamfilling	m2	12		
<p>Carried to collection</p>					
<p>Section NO.02 Bill NO.04 MASONRY TSHILIUGOMA COMMUNITY CRECHE</p>					

<u>Galvanised wire ties etc</u>	3 4mm Diameter roof tie 2m girth bent double, with one end built into brickwork and other end fixed to timbe	No	40		
Carried to collection					
Section NO.02 Bill NO.04 MASONRY TSHILIUNGOMA COMMUNITY CRECHE					

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.05</u></p> <p><u>ROOF COVERINGS, CLADDINGS, ETC</u></p> <p><u>PROFILED METAL SHEETING AND ACCESSORIES</u></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	165		
	Carried to collection				
	<p>Section NO.02</p> <p>Bill NO.05</p> <p>ROOF COVERING</p> <p>TSHILIUGOMA COMMUNITY CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	74	
Carried to building works summary		
Section NO.02 Bill NO.05 ROOF COVERING TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.06</u>				
	<u>CARPENTRY AND JOINERY</u>				
	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				
	<u>STRUCTURAL TIMBERWORK ETC</u>				
	<u>Wrought softwood grade ?</u>				
1	38 x 114mm Wall plates	m	42		
2	38 x 114mm Rafters	m	70		
3	38 x 76 mm Purlins	m	126		
	<u>Sundries</u>				
4	Wrought faces on sawn timbers	m2	9		
5	Two coats creosote on sawn timbers	m2	3		
6	25 x 0,6 mm Type ? hurricane fastener including nailed	No	70		
7	20 x 0,6 mm Galvanised hoop iron roof tie 2 m girth with both ends fixed to timber	No	20		
	Carried to collection				
	Section NO.02				
	Bill NO.06				
	CARPENTRY AND JOINERY				
	TSHILIUGOMA COMMUNITY CRECHE				

TIMBER DOORS, WINDOWS, ETC

DOORS, ETC

Wrought Meranti doors hung to steel frames

8 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 4

EAVES,VERGES,ETC

9 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

m 56

Carried to collection

**Section NO.02
Bill NO.06
CARPENTRY AND JOINERY
TSHILIUNGOMA COMMUNITY CRECHE**

Collection	Page	Amounts
Total brought forward from page no	76	
	77	
Carried to building works summary		
Section NO.02 Bill NO.06 CARPENTRY AND JOINERY TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.07</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> 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><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></p> <p><u>NAILED-UP CEILINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></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;">Carried to collection</p>				
	<p>Section NO.02 Bill NO.07 CEILINGS, PARTITIONS AND ACCESS FLOORING TSHILIUNGOMA COMMUNITY CRECHE</p>				

<u>6.4mm Gypsum plasterboard with H-profile galvanised steel jointing strips</u>					
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	m2	180		
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	No	2		
<u>Gypsum plasterboard cornices</u>					
3	76 mm Coved cornices	m	90		
Carried to collection					
Section NO.02 Bill NO.07 CEILINGS, PARTITIONS AND ACCESS FLOORING TSHILIUGOMA COMMUNITY CRECHE					

Collection	Page	Amount
Total brought forward fromm page no	79	
	80	
Carried to final summary		
Section NO.02 Bill NO.07 CEILINGS, PARTITIONS AND ACCESS FLOORING TSHILIUGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.08</u></p> <p><u>IRONMONGERY</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>LOCKS</u></p> <p>Approved</p>				
9	75mm three lever upright mortice lockset with satin chrome furniture	No	4		
	Carried to collection				
	<p>Section NO.02 Bill NO.08 IRONMONGERY TSHILIUGOMA COMMUNITY CRECHE</p>				

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.09</u></p> <p><u>STRUCTURAL STEELWORK</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><i>Finishing-off painting is to be included in this trade only when the structural steel contractor is required to execute the work</i></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p><u>STEEL WATER TANK STAND</u></p> <p>1 2500 litres Welded Square Steel Water Stand 1500 wide x 3000 mm high overall, formed of 80 x 80 x 6mm x 7.4kg/m Equal angle columns, IPE 100 x 55mm x 8.1kg/m I Section Beam, 76 x 50 x 20 x 2 mm cold formed lipped channels top floor members, 30 x 6 mm thick flat bar cross bracing and 40 x 40 x 6 mm equal angle tie beams at 1500 mm centers, including holes and bolting to steel beams and steel columns cast into 800 x 800 x 700 mm concrete bases</p>				
		t	1		
	Carried to collection				
	<p>Section NO.02 Bill NO.08 STRUCTURAL STEELWORK TSHILIUGOMA COMMUNITY CRECHE</p>				

Collection	Page	Amount
Total brought forward from page no	84	
Carried to building works summary		
Section NO.02 Bill NO.08 STRUCTURAL STEELWORK TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.09</u>				
	<u>METALWORK</u>				
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"				
	<u>User note</u>				
	<u>Descriptions of bolts, anchors, etc</u>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres				
	<u>STEEL GATES, SCREENS, ETC</u>				
	<u>Welded screens and gates to ?</u>				
1	Single gate 1200 x 2032 mm high of 30 x 30 x 2mm hollow section frame and 30 x 30 x 20 mm hollow section horizontal middle rail, filled in with 30 x 30 x 2 mm hollow section vertical bars at 90 mm centres and fitted with a pair of suitable hinges welded to post and with ears for padlock	No	4		
	<u>STEEL MINOR WORK</u>				
	<u>Bolts</u>				
2	Bolts	kg	2		
3	16 mm Expansion bolt	No	2		
	Carried to collection				
	Section NO.02				
	Bill NO.09				
	METALWORK				
	TSHILIUGOMA COMMUNITY CRECHE				

WELDED SCREENS,GATES,ETC steel gates and frames	No	2	
<p>4 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 19 mm diameter rod vertical bars framed through intermediate rails with ends welded to framing (hinges,locking devices etc,elsewhere),size 900x2032 high</p>			
<p>Carried to collection</p>			
<p>Section NO.02 Bill NO.09 METALWORK TSHILIUGOMA COMMUNITY CRECHE</p>			

Collection	Page	Amounts
Total brought forward from page no	86	
	87	
Carried to building works summary		
Section NO.02 Bill NO.09 METALWORK TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.10</u></p> <p><u>PLASTERING</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>GRANOLITHIC</u></p> <p><u>Method</u></p> <p>The method to be used shall be either the monolithic method or the bonded method</p> <p><u>Preparation</u></p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic</p> <p><u>Mix</u></p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic</p> <p><u>Panels</u></p> <p>Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width</p>				
	Carried to collection				
	<p>Section NO.02 Bill NO.10 PLASTERING TSHILIUGOMA COMMUNITY CRECHE</p>				

<p>Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints</p>				
<p><u>Laying</u></p>				
<p>Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels</p>				
<p>Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels</p>				
<p>After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated</p>				
<p><u>Curing, seasoning and protection</u></p>				
<p>Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying</p>				
<p><u>GRANOLITHIC</u></p>				
<p><u>Untinted granolithic, on concrete</u></p>				
<p>1 20 mm Thick on floors and landings</p>	<p>m2</p>	<p>5</p>		
<p><u>INTERNAL PLASTER</u></p>				
<p><u>Cement plaster steel trowelled, on brickwork</u></p>				
<p>2 On walls</p>	<p>m2</p>	<p>3</p>		
<p>3 On floors</p>	<p>m2</p>	<p>7</p>		
<p>Carried to collection</p>				
<p>Section NO.02 Bill NO.10 PLASTERING TSHILIUGOMA COMMUNITY CRECHE</p>				

Collection	Page	Amounts
Total brought forward from page no	89	
	90	
Carried to building works summary		
Section NO.02 Bill NO.10 PLASTERING TSHILIUNGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION NO.02</u></p> <p><u>BILL NO.11</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A"</p> <p><u>Vertical SG1 polyethylene drinking water tanks with black lining internally</u></p>				
1	2500 Litre circular tank 1,42 m diameter x 1,86 m high, approximately 3 m above ground level	No	1		
	Carried to collection				
	<p>Section NO.02 Bill NO.11 PLUMBING AND DRAINAGE (PROVISIONAL) TSHILIUGOMA COMMUNITY CRECHE</p>				

Collection	Page	Amounts
Total brough forward from page no	92	
Carried to building works summary		
Section NO.02 Bill NO.11 PLUMBING AND DRAINAGE (PROVISIONAL) TSHILIUGOMA COMMUNITY CRECHE		

Item No.	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO.02</u>				
	<u>BILL NO.12</u>				
	<u>ELECTRICAL WORK</u>				
	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				
	<u>DISTRIBUTION BOARD DB - 12 WAY</u>				
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		
	Carried to final summary				
	Section NO.02				
	Bill NO.12				
	ELECTRICAL WORK				
	TSHILIUNGOMA COMMUNITY CRECHE				

<u>GENERAL LIGHTING AND POWER</u>		
<u>CONDUITS ETC</u>		
<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
<u>CONDUCTORS</u>		
<u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>		
13	2,5 mm ²	m 12
14	4 mm ²	m 6
<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>		
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
<u>LUMINAIRES</u>		
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
<u>SUNDRIES</u>		
21	Earthing of buildings	Item 1
22	Testing and commissioning the complete electrical installation	Item 1
Carried to collection		
Section NO.02		
Bill NO.12		
ELECTRICAL WORK		
TSHILIUGOMA COMMUNITY CRECHE		

Collection	Page	Amounts
Total brough forward from page no	94	
	95	
Carried to building works summary		
Section NO.02 Bill NO.12 ELECTRICAL WORK TSHILIUGOMA COMMUNITY CRECHE		

Bill No.	<u>FINAL SUMMARY BUILDING WORKS</u>		Pages		Amount
1	Alterations	Page	63	R	
2	Earthworks (provisional)	Page	66	R	
3	Concrete, formwork and reinforcement	Page	69	R	
4	Masonry	Page	73	R	
5	Roof coverings, claddings, etc	Page	75	R	
6	Carpentry and joinery	Page	78	R	
7	Ceilings, partitions and access flooring	Page	81	R	
8	Ironmongery	Page	83	R	
9	Structural steelwork	Page	85	R	
10	Metalwork	Page	88	R	
11	Plastering	Page	91	R	
12	Plumbing and drainage	Page	93	R	
13	Electrical work	Page	96	R	
CARRIED TO FINAL SUMMARY OF TSHILIUGOMA COMMUNITY CRECHE				R	

FINAL SUMMARY OF TSHILIUNGOMA COMMUNITY CRECHE

SECTION NO.01

PRELIMINARIE AND GENERAL

Page

Amount

58

SECTION NO.02

BUILDING WORKS

97

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

CLUSTER FINAL SUMMARY FOR VHEMBE DISTRICT ECDS MAINTENANCE

	FROM BoQS PAGES	AMOUNTS
<p><u>THE REPAIRS AND MAINTENANCE OF OURLADY OFAFRICA CRECHE, MPHEGO COMMUNITY CRECHE, TSHIULUNGOMA COMMUNITY CRECHE, TSHIKHUDINI COMMUNITY CRECHE AND MIDORONI COMMUNITY CRECHE IN VHEMBE DISTRICT</u></p>		
<p><u>NAMES OF ECDS</u></p>		
<p>1 MIDORONI COMMUNITY CRECHE</p>	88	R
<p>2 TSHIKUNDINI COMMUNITY CRECHE</p>	90	R
<p>3 TSHILIUNGOMA COMMUNITY CRECHE</p>	98	R
<p>4 MPHEGO COMMUNITY CRECHE</p>	83	R
<p>5 OURLADY OF AFRICA CRECHE</p>	96	R
<p>SUB-TOTAL A</p>		R
<p>ADD VAT @15%</p>		R
<p>CARRIED TO FORM OF TENDER</p>		R