

Item No		Unit	Quantity	Rate	Amount
	<p><u>SECTION NO.1</u></p> <p><u>NOTES TO TENDERERS</u></p> <p><u>1. MEANING OF TERMS "TENDER/TENDERER"</u></p> <p>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>2. EXTENT OF CONTRACT</p> <p>Building contract</p> <p>The work embodied in the contract comprises erection of new perimeter fencing at Butterworth Hospital. The works will also include the removal of existing fencing.</p> <p>The successful tenderer for this contract will be appointed in terms of the Principal Building Agreement.</p> <p>3. ACQUAINTANCE WITH TENDER DOCUMENTS</p> <p>By submission of a tender, the contractor shall be deemed to have acquainted himself with the contract documents, local requirements and laws and all aspects of the work envisaged in the documents, prior to pricing and submission of a tender. It is of vital importance that the tenderers visit the site prior to the submission of a tender to study conditions on site.</p> <p>No claim resulting from failure to comply with any of the above will be entertained.</p>				
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4. CONTRACT DOCUMENTS

The contract documents shall comprise:

* This tender enquiry document, bills of quantities and its annexures.

5. BILLS OF QUANTITIES

These bills of quantities contain pages numbered consecutively as indicated in the Index. Before the contractor submits his tender he should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or the tender documents contain any obvious errors, he should apply to the quantity surveyors at once and have same rectified as no liability whatsoever will be admitted by the quantity surveyors in respect of errors in a tender due to the foregoing.

On no account should these documents be used for placing orders for materials. The contractor may do so at his own risk but shall not be reimbursed for additional costs so incurred.

Unless a separate rate for the supply and for the installation of any items is specifically called for, the supply and installation costs of any item shall be deemed to be fully included in the unit price.

6. MATERIAL AND LABOUR COST FLUCTUATIONS

Tenders shall be fixed ie inclusive of provision for material and labour cost fluctuations during the course of the works.

7. CONDITIONS TO BE OBSERVED IN TENDERING

7.1 Tenders shall include Value Added Tax

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7.2 The lowest, or any, or portion of any tender will not necessarily be accepted.

7.3 All recipients of the tender document (whether they submit a tender or not) must treat the details of the document as private and confidential

7.4 The employer will not be responsible for, or pay for, expenses or losses, which may be incurred by any tenderer in the preparation of his tender.

7.5 Where possible the Contractor is encouraged to make use of local labour throughout the project.

The labour rate shall be a minimum of **R 180,00 per day.**

8. TENDER INFORMATION

The employer may require additional information from the tenderer in order to evaluate the tender. The tenderer is required to provide such information if so required by the employer.

9. SITE INSPECTION

Tenderers are required to inspect the site before submission of his tender.

The tenderer is also required to familiarise himself before submission of his tender with regard to 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.

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COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

1

2

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Notes to tenderers

Item No		Quantity	Amount
	<p><u>SECTION 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>PRELIMINARIES</u></p> <p>The JBCC Preliminaries, May 2018 edition 6.2 for use with the JBCC Principal Building Agreement Edition 6.2, May 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>DEFINITIONS</u></p> <p>A1 DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of "Commencement Date" is added:</p> <p>"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p>		
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"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "Corrupt Practice" is added:

"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 Practise"** 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).

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 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

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Clause 1.6 is amended by replacing the works "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____

Item

OBJECTIVE AND PREPARATION

2 A2 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____

Item

3 A3 DOCUMENTS

Clause 3.0

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

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed:_____ Value related:_____ Time related:_____

Item

4 A4 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____

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5	<p>A5 EMPLOYER’S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
6	<p>A6 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
7	<p>A7 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: The provisions herein include <i>inter alia</i>, compliance with <u>all</u> the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor</p> <p>See also clause C10 of Section C - Specific Preliminaries</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
8	<p>A8 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
9	<p>A9 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
10	<p>A10 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p>		
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10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

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

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

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by 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's** own costs

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10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

Item

11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

13 **A13.0 No clause**

N/A

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14 **A14 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

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

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed construction guarantee to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

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14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

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

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

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EXECUTION

15 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

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), within twenty-one (21) **calendar days of commencement date**

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

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____

16 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

17 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated and selected subcontractors**"

Fixed: _____ Value related: _____ Time related: _____

Item

18 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

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19 **A19 ASSIGNMENT**
 Clause 19.0
 Fixed: _____ Value related: _____ Time related: _____ Item

20 **A20 NOMINATED SUB-CONTRACTORS**
 Clause 20.0
 Clause 20.1.3 is amended by replacing it with the following:
 No Clause
 Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums
 Fixed: _____ Value related: _____ Time related: _____ Item

21 **A21 SELECTED SUBCONTRACTORS**
 Clause 21.0
 Clause 21 is amended by replacing it with:
 No Clause
 Fixed: _____ Value related: _____ Time related: _____ Item

22 **A22 EMPLOYER'S DIRECT CONTRACTORS**
 Clause 22.0
 Fixed: _____ Value related: _____ Time related: _____ Item

23 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**
 Clause 23.0
 Fixed: _____ Value related: _____ Time related: _____ Item

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COMPLETION

24 **A24 PRACTICAL COMPLETION**
 Clause 24.0
 Fixed: _____ Value related: _____ Time related: _____ Item

25 **A25 WORK'S COMPLETION**
 Clause 25.0
 Fixed: _____ Value related: _____ Time related: _____ Item

26 **A26 FINAL COMPLETION**
 Clause 26.0
 Clause 26.1.2 s amended by inserting "#" next 26.1.2
 Fixed: _____ Value related: _____ Time related: _____ Item

27 **A27 LATENT DEFECTS LIABILITY PERIOD**
 Clause 27.0
 Fixed: _____ Value related: _____ Time related: _____ Item

28 **A28 SECTIONAL COMPLETION**
 Clause 28.0
 Fixed: _____ Value related: _____ Time related: _____ Item

29 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**
 Clause 29.0
 Clause 29.2.5 is amended by replacing it with:
 No clause
 Fixed: _____ Value related: _____ Time related: _____ Item

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30 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____

Item

PAYMENT

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

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

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

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

Clause 31.12 is amended by deleting the following:

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

Fixed: _____ Value related: _____ Time related: _____

Item

32 A32 ADJUSTMENT TO THE CONTRACT VALUE

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: _____ Value related: _____ Time related: _____

Item

33 A33 RECOVERY OF EXPENSE AND LOSS

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____

Item

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34 **A34 FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by inserting "#" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "twenty-one (21) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed: _____ Value related: _____ Time related: _____

Item

35 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____

Item

CANCELLATION

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

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

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

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

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

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

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

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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

Fixed: _____ Value related: _____ Time related: _____

Item

36 A37 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

37 A38 CANCELLATION BY CONTRACTOR - EMPLOYER’S DEFAULT

Clause 38.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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38	<p>A39 CANCELLATION - CESSATION OF THE WORKS</p> <p>Clause 39.0</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 a report"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
39	<p>A40 DISPUTE SETTLEMENT</p> <p>Clause 40.0</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: _____ Value related: _____ Time related: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p>		Item
40	<p>A41 STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>CONTRACT VARIABLES</u></p>		Item
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THE SCHEDULE (DPW04EC)

41 **A42 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the document C1.2 Contract Data DPW04(EC) for variables pertaining to this contract

Fixed: _____ Value related: _____ Time related: _____

Item

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SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

42 ***B1.1 Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time related: _____

Item

B2.0 DOCUMENTS

43 ***B2.1 Checking of documents***

Fixed: _____ Value related: _____ Time related: _____

Item

44 ***B2.2 Provisional bills of quantities***

Fixed: _____ Value related: _____ Time related: _____

Item

45 ***B2.3 Availability of construction documentation***

Fixed: _____ Value related: _____ Time related: _____

Item

46 ***B2.4 Interests of agents***

Fixed: _____ Value related: _____ Time related: _____

Item

47 ***B2.5 Priced documents***

Fixed: _____ Value related: _____ Time related: _____

Item

48 ***B2.6 Tender submission***

Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance (DPW07EC)”

Fixed: _____ Value related: _____ Time related: _____

Item

B3.0 THE SITE

49 ***B3.1 Defined works area***

Fixed: _____ Value related: _____ Time related: _____

Item

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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
PHASE 1- NEW PERIMETER FENCE
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50	B3.2 Geotechnical investigation	
	Fixed: _____ Value related: _____ Time related: _____	Item
51	B3.3 Inspection of the site	
	Tenderers shall complete the Site Inspection Certificate (DPW16EC) included in the tender documents and return the same with the tender submission. Fixed: _____ Value related: _____ Time related: _____	Item
52	B3.4 Existing premises occupied	
	Fixed: _____ Value related: _____ Time related: _____	Item
53	B3.5 Previous work - dimensional accuracy	
	Fixed: _____ Value related: _____ Time related: _____	Item
54	B3.6 Previous work - defects	
	Fixed: _____ Value related: _____ Time related: _____	Item
55	B3.7 Services - known	
	Fixed: _____ Value related: _____ Time related: _____	Item
56	B3.8 Services - unknown	
	Fixed: _____ Value related: _____ Time related: _____	Item
57	B3.9 Protection of trees	
	Fixed: _____ Value related: _____ Time related: _____	Item
58	B3.10 Articles of value	
	Fixed: _____ Value related: _____ Time related: _____	Item
59	B3.11 Inspection of adjoining properties	
	Fixed: _____ Value related: _____ Time related: _____	Item

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B4.0 MANAGEMENT OF CONTRACT

60	<i>B4.1 Management of the works</i> Fixed: _____ Value related: _____ Time related: _____	Item
61	<i>B4.2 Programme for the works</i> Fixed: _____ Value related: _____ Time related: _____	Item
62	<i>B4.3 Progress meetings</i> Fixed: _____ Value related: _____ Time related: _____	Item
63	<i>B4.4 Technical meetings</i> Fixed: _____ Value related: _____ Time related: _____	Item
64	<i>B4.5 Labour and plant records</i> Fixed: _____ Value related: _____ Time related: _____	Item

B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

65	<i>B5.1 Samples of materials</i> Fixed: _____ Value related: _____ Time related: _____	Item
66	<i>B5.2 Workmanship samples</i> Fixed: _____ Value related: _____ Time related: _____	Item
67	<i>B5.3 Shop drawings</i> Fixed: _____ Value related: _____ Time related: _____	Item
68	<i>B5.4 Compliance with manufacturers instruction</i> Fixed: _____ Value related: _____ Time related: _____	Item

B6.0 TEMPORARY WORKS AND PLANT

69	<i>B6.1 Deposits and fees</i> Fixed: _____ Value related: _____ Time related: _____	Item
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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
PHASE 1- NEW PERIMETER FENCE
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70	B6.2 Enclosure of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
71	B6.3 Advertising	
	Fixed: _____ Value related: _____ Time related: _____	Item
72	B6.4 Plant, equipment, sheds and offices	
	Fixed: _____ Value related: _____ Time related: _____	Item
73	B6.5 Main notice board	
	Fixed: _____ Value related: _____ Time related: _____	Item
74	B6.6 Subcontractors' notice board	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<u>B7.0 TEMPORARY SERVICES</u>	
75	B7.1 Location	
	Fixed: _____ Value related: _____ Time related: _____	Item
76	B7.2 Water	
	Fixed: _____ Value related: _____ Time related: _____	Item
77	B7.3 Electricity	
	Fixed: _____ Value related: _____ Time related: _____	Item
78	B7.4 Telecommunication facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item
79	B7.5 Ablution facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item

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B8.0 PRIME COST AMOUNTS

80 **B8.1 Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time related: _____

Item

9.0 ATTENDANCE ON N/S SUBCONTRACTORS

81 **B9.1 General attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

82 **B9.2 Special attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

83 **B9.3 Commissioning - fuel, water and electricity**

Fixed: _____ Value related: _____ Time related: _____

Item

B10. FINANCIAL ASPECTS

84 **B10.1 Statutory taxes, duties and levies**

Fixed: _____ Value related: _____ Time related: _____

Item

85 **B10.2 Payment for preliminaries**

Fixed: _____ Value related: _____ Time related: _____

Item

86 **B10.3 Adjustment of preliminaries**

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "in his priced **bills of quantities /lump sum document** submitted with his tender offer"

Fixed: _____ Value related: _____ Time related: _____

Item

87 **B10.4 Payment certificate cash flow**

Fixed: _____ Value related: _____ Time related: _____

Item

B11. GENERAL

88 **B11.1 Protection of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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89	B11.2 Protection / isolation of existing / sectionally occupied works		
	Fixed: _____ Value related: _____ Time related: _____	Item	
90	B11.3 Security of the works		
	Fixed: _____ Value related: _____ Time related: _____	Item	
91	B11.4 Notice before covering work		
	Fixed: _____ Value related: _____ Time related: _____	Item	
92	11.5 Disturbance		
	Fixed: _____ Value related: _____ Time related: _____	Item	
93	B11.6 Environmental disturbance		
	Fixed: _____ Value related: _____ Time related: _____	Item	
94	B11.7 Works cleaning and clearing		
	Fixed: _____ Value related: _____ Time related: _____	Item	
95	B11.8 Vermin		
	Fixed: _____ Value related: _____ Time related: _____	Item	
96	B11.9 Overhand work		
	Fixed: _____ Value related: _____ Time related: _____	Item	
97	B11.10 Instruction manuals and guarantees		
	Fixed: _____ Value related: _____ Time related: _____	Item	
98	B11.11 As built information		
	Fixed: _____ Value related: _____ Time related: _____	Item	
99	B11.12 Tenant installations		
	Fixed: _____ Value related: _____ Time related: _____	Item	

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B12. SCHEDULE OF VARIABLES

100 **B12.1 Pre-tender information**

Fixed: _____ Value related: _____ Time related: _____

Item

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

Spaces requiring information must be filled in, shown as “not applicable” or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional: *NO*

12.1.2 Availability of construction documentation

[2.3] *Construction of documentation is complete: NO*

12.1.3 Interest of agents

[2.4] Details: To be advised.

12.1.4 Defined works area

[3.1] Details: Amandela, Bizana

12.1.5 Geotechnical investigation

[3.2] Details: NONE

12.1.6 Existing premises occupied

[3.4] Specific requirements: N/A

12.1.7 Previous work - dimensional accuracy

[3.5] Details: N/A

12.1.8 Previous work - defects

[3.6} Details: N/A

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12.1.9 **Services - known**
 [3.7] Details:

*Should the **contractor** encounter any existing services such as underground cables, pipes or sewer during the execution of the **works** he shall notify the **principal agent** immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the **principal agent**.*

12.1.10 **Protection of trees**
 [3.9] Specific requirements:

All trees on the site outside of the position of the proposed structure must be protected.

12.1.11 Inspection of adjoining properties[3.11] Specific requirements: The contractor must inspect adjoining properties and immediately bring to the notice of the Principal Agent of any consequences that may arise from the building works.

12.1.12 **Enclosure of the works**
 [6.2} Specific requirements:

The contractor shall enclose the works as required by the Occupational Health and Safety Act.

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, chairs, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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 SCMU5-22/23-0076**

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 3000 x 3420mm constructed of suitable boarding with flat smooth surface and with edging bead 40mm thick all round.

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 EPWP "orange" with 40mm wide white dividing lines. All wording shall be inscribed in black painted sans serif lettering. (Proof to be sent to Department of Public Works for Attention Mr. Charles van der Westhuizen at 040 - 6094414).

Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent.

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements: *NO*

12.1.16 **Water**

[7.2] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

12.1.17 **Electricity**

[7.3] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

12.1.18 **Telecommunications**

[7.4] Telephone (YES)

Facsimile (NO)

E-mail (NO)

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<p>12.1.19 Ablution facilities [7.5] Option A (by contractor) (YES)</p> <p style="padding-left: 40px;">Option B (by employer) (NO)</p> <p>12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required (Only when existing buildings)</p> <p>12.1.21 Special attendance [9.2] Electrical sub-contractor (1) details: Site Meetings</p> <p>12.1.22 Protection of works [11.1] Specific requirements: The contractor shall protect the works for the duration of the contract.</p> <p>12.1.23 Disturbance [11.5] Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p> <p>12.1.24 Environmental disturbance [11.6] Specific requirements: None</p> <p>12.2 POST-TENDER INFORMATION</p> <p>12.2.1 Payment of preliminaries [10.2] Option A (prorated) (NO) Option B (calculates) (YES)</p> <p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (YES) Option B (detailed breakdown) (YES)</p>		
<p>Carried to Collection</p>	<p>R</p>	
<p>Bill No. 2 Preliminaries</p>		

12.2.3 ***Additional agreed preliminaries items***
Details: **EPWP** requirements as per form C3.5 of the tender
documentation.

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SCHEDULE OF SUPPLEMENTARY INFORMATION

NOTE:

The information listed below is in respect of certain clauses in the Preliminaries, requiring the supplementary information

Amount of insurance against injury to person or property in respect of any single occurrence **R 5 million**

Amount of insurance against removal of support to adjoining properties in respect of any single occurrence

Not specifically prescribed

Contract Price Adjustment Provisions (CPAP): Not applicable (No Contract Price Adjustment), fixed Contract Amount.

Contract period -

6 (Months) months

The date for site handover :- TBA

Amount of penalty per day on which the completion of the works may be in arrear:

R2.75c per R100 of contract value per day (Excluding VAT)

Contract drawing numbers:

Specification of materials and methods to be used:

Specification of Materials and Methods to be used - **PW 371, Fourth Revision, October 1993**

Edition of Standard System of measuring building work:

Sixth Edition including the latest amendments

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

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101 **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 intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____

Item

102 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, 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: _____ Value related: _____ Time related: _____

Item

103 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used.

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

Fixed: _____ Value related: _____ Time related: _____

Item

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104 **C4 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (DPW23EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____

Item

105 **C5 VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related: _____ Time related: _____

Item

106 **C6 COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the site may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related: _____ Time related: _____

Item

107 **C7 ENTRANCE PERMITS TO SECURITY AREAS**

As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related: _____ Time related: _____

Item

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108 **C8 SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____

Item

109 **C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____

Item

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C10 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **Bills of Quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (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

110 **C10.1 AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

111 **C10.2 AWARENESS WORKSHOPS**

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

Fixed: _____ Value related: _____ Time related: _____

Item

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112 **C10.3 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: _____ Value related: _____ Time related: _____

Item

113 **C10.4 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: _____ Value related: _____ Time related: _____

Item

114 **C10.5 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: _____ Value related: _____ Time related: _____

Item

C11 LABOUR-INTENSIVE WORKS

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

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C11.1 LABOUR INTENSIVE

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Fixed: _____ Value related: _____ Time related: _____

Item

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 Preliminaries

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
 PHASE 1- NEW PERIMETER FENCE
 SCMU5-22/23-0076**

Bill No. 2

Preliminaries

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Bill No. 2
Preliminaries

UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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 Preliminaries

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
 PHASE 1- NEW PERIMETER FENCE
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SECTION SUMMARY - PRELIMINARIES

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	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p><u>Nature of material to be excavated:</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock".</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>				
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	Bill No. 1 Earthworks				

Dewatering of excavations:

The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water

Density testing on filling:

Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally.

Imported fill:

"Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively"

EXCAVATION, ETC OTHER THAN BULK

Site clearance etc:

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth

m2 3,000

Excavation in earth not exceeding 2m deep:

- 2 Holes

m3 58

Extra over all excavations for carting away:

- 3 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.

m3 269

Risk of collapse of excavations:

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

m2 1,781

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Bill No. 1
 Earthworks

	<u>Keeping excavations free of water:</u>				
5	Keeping excavations free from mud and all water including subterranean sources.			Item	
	<u>EARTH FILLING, ETC.</u>				
	<u>Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 93% Mod. AASHTO density:</u>				
6	Backfilling to trenches, holes, etc.	m3	79		
	<u>150mm in-situ material, supplied and carted onto site by the contractor, compacted to 98% modified AASHTO under floors</u>				
7	Under floors, steps, paving, etc.	m2	79		
	<u>Compaction of surfaces</u>				
8	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% modified AASHTO density.	m2	600		
	<u>Prescribed density tests on filling:</u>				
9	Allow for compaction tests by an approved laboratory to determine density of filling material.	No	16		
	<u>SOIL POISONING</u>				
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:</u>				
10	Treat filling under concrete beds with 'Chlordane Heptachlor Aldrin' or equal approved.	m2	600		
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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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Bill No. 1

Earthworks

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Bill No. 1

Earthworks

Item No		Unit	Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 2</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</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 to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).</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>				
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	Bill No. 2 Concrete, Formwork and Reinforcement				

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.

Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.

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.

UNREINFORCED CONCRETE

20MPa/19mm concrete:

1	Holes	m3	45	
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CONCRETE TESTS

Test blocks:

2	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes (Provisional).	No	12	
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CONCRETE SUNDRIES

Finishing top surfaces of concrete smooth with wood float

3	Surface beds, slabs, etc	m2	83	
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Carried to Collection

Bill No. 2
Concrete, Formwork and Reinforcement

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**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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Bill No. 2

Concrete, Formwork and Reinforcement

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Bill No. 2

Concrete, Formwork and Reinforcement

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
 PHASE 1- NEW PERIMETER FENCE
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Item No		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 2</u>				
	<u>BILL NO. 3</u>				
	<u>FENCING</u>				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	<u>Metalwork</u>				
	<u>Clearvu or similar approved</u>				
1	Clearvu or similar approved high anti-climbing and anti-cut pressed mesh panel fencing size 3305mm x 3000mm high, formed of 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with alu-galv coating including aperature size at 76.2mm x 12.7mm and reinforcing V-section ribs, bolted with vandal resistant bolts and clamping plates to 85mm taper locking posts at 3305m centres with press on post caps including A 4" high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 6" intervals using Anti-vandal bolts. Spike finish shall be hot dipped galvanised.	No	350		
2	Clearvu or similar approved high anti-climbing and anti-cut pressed mesh panel fencing size 3305mm x 2400mm high, formed of 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with alu-galv coating including aperature size at 76.2mm x 12.7mm and reinforcing V-section ribs, bolted with vandal resistant bolts and clamping plates to 85mm taper locking posts at 3305m centres with press on post caps including A 4" high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 6" intervals using Anti-vandal bolts. Spike finish shall be hot dipped galvanised.	No	190		
	Carried to Collection				
	Bill No. 3 Fencing			R	

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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3	Galvanised marine fusion bond square steel posts 3000mm high	No	370		
4	Galvanised marine fusion bond square steel posts 2400mm high	No	195		
	<u>Galvanised Welded Mesh</u>				
5	100 x 50 x 2.5mm thick galvanised weldmesh (class A) fencing 1800mm high with vertical wires facing outwards fixed with mini spider brackets and M8 shearnut to 100mm hot dip galvanised steel post at 3305mm centres and 500mm flat wrap razor wire fixed with wire ties on top	m	280		
	<u>Gates</u>				
6	4550mm x 2400mm steel sliding gate with 100 x 76 x 3mm steel top and bottom rails and 3no heavy duty v- groove gate rollers over 40 x 40 x 6mm angle track fixed into floor slab with steel lugs at 2400mm c/c with locking mechanism galvanised, marine fusion bond coated as per manufacturers recommendation fixed to 100mm diameter steel vertical post	No	2		
7	9000mm x 2400mm steel sliding gate with 100 x 76 x 3mm steel top and bottom rails and 3no heavy duty v- groove gate rollers over 40 x 40 x 6mm angle track fixed into slab with steel lugs at 2400mm c/c with locking mechanism galvanised the marine fusion bond coated as per manufacturer's specification	No	1		
8	4600mm x 240mm steel sliding gate with 100 x 76 x 3mm steel top and bottom rails and 3no heavy duty v- groove gate rollers over 40 x 40 x 6mm angle track fixed into floor slab with steel lugs at 2400mm c/c with locking mechanism galvanised, the marine fusion bond coated as per manufacturers recommendation fixed to 100mm dia. steel vertical post and existing kerbs or concrete	No	2		
9	900 x 1900mm high galvanised Marine fusion bond coated steel pedestrian gate as per manufacturer's specification fixed to 100mm diameter steel vertical post	No	2		
10	1200 x 2400mm high galvanised Marine fusion bond coated steel pedestrian gate as per manufacturer's specification fixed to 100mm diameter steel vertical post	No	1		
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	Bill No. 3 Fencing				

UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
 PHASE 1- NEW PERIMETER FENCE
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Bill No. 3

Fencing

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Bill No. 3

Fencing

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
PHASE 1- NEW PERIMETER FENCE
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Item No	Unit	Quantity	Rate	Amount
<u>SECTION 4</u>				
<u>BILL NO. 1</u>				
<u>LOCAL SMME PACKAGES</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
The following provisional sums are for the work to be executed by local SMMEs which will be regarded as sub-contractors to the main contractor. The works are not limited to the identified works and allocation will be to the discretion and approval of the Principal Agent.				
<u>Retaining Wall</u>				
1				
				250,000.00
2				
3				
<u>Demolition of existing fence</u>				
4				
				80,000.00
5				
6				
<u>Site Clearance and Removal of trees</u>				
7				
				70,000.00
8				
9				
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Bill No. 1 LOCAL SMME PACKAGES				

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
 PHASE 1- NEW PERIMETER FENCE
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	<u>SECTION NO.5</u>				
	<u>BILL NO.1</u>				
	<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
1	(C.01 Preparation of the Contractor's site specific Health and Safety Plan		Item		
2	(C.02) Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.		Item		
3	(C.03) Principal contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.		Item		
	<u>(C.04 Provision of Personal Protective Equipment (PPE)</u>				
4	Reflective vests.		Item		
5	Hard hats.		Item		
6	Protective foot wear.		Item		
7	Earplugs		Item		
8	Gloves.		Item		
9	Three layer masks		Item		
10	High visibility overalls to SARTSM Chapter 13 Level 3.		Item		
11	Ear Defenders SABS approved.		Item		
12	(C.05) Provision of full time Construction Health and Safety Officer.		Item		
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	Bill No. 1 Occupational Health and Safety				

**UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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(C.06) Cost of medical certificates and medical surveillance

- | | | | |
|----|--|------|--|
| 13 | Initial (baseline) medical examinations. | Item | |
| 14 | Periodic and exit examinations. | Item | |
| 15 | Contractor's charges to allow for handling costs and profit in respect of sub items 13/X.06(a) and (b) | Item | |
| 16 | (C.07) Induction training. | Item | |
| 17 | (C.08) Provision of first Aid Boxes to GRS requirements. | Item | |

(C.09) Noise monitoring

- | | | | |
|----|--|------|--|
| 18 | Establishment of noise zones (plant) | Item | |
| 19 | Audiograms (personnel) | Item | |
| 20 | (C.10) Submission of Health and Safety File. | Item | |

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Occupational Health and Safety

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UPGRADING, REPAIRS AND RENOVATIONS TO BUTTERWORTH HOSPITAL
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Bill No. 1

Occupational Health and Safety

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Bill No. 1

Occupational Health and Safety

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5	OCCUPATIONAL HEALTH AND SAFETY	60		
	Sub Total		R	
	Allow the sum of R350,000.00 (Three Hundred and Fifty Thousand Rand) for Contingencies to be used or deducted in full at the Principal Agent's discretion.		R	350,000.00
	<u>CONTINGENCIES</u>			
	Vat 15%		R	
	Carried to Form of Tender		R	