



TRANSTRUCT (Pty) Ltd

BID NO: MNQ/SCM/24/23-24

PROJECT NAME: SUB-CONSTRUCTING FENCING TO OFFICE SITE FOR CONSTRUCTION OF NEW MUNICIPAL OFFICES IN BUTTERWORTH

CLOSING DATE: 12 JUNE 2024

CLOSING TIME: 12H00

TENDER BOX ADDRESS: MNQUMA LOCAL MUNICIPALITY - CORNER KING AND MTHATHA STREET BUTTERWORTH – 4960

TENDER DOCUMENT FEE: NONE

IMPORTANT NOTES TO BIDDERS:

- a) Tenders must be properly received and deposited in the above mentioned tender box on or before the closing date at **Mnquma Local Municipality, Corner King and Mthatha Street, Butterworth, 49560**. No late, couriered, faxed or emailed tenders will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and tender description as indicated above.
- b) Do not reproduce this tender document (do not take it apart, omit pages, change wording or put documents between its pages). All other mandatory documents must be attached as per the advert requirements.
- c) Initial each and every page. Site meetings will be reflected on adverts if attendance is compulsory.

TENDERER	
NAME of Company/Close Corporation or Partnership /Consortium/ Joint Venture or Sole Proprietor /Individual/Other	
TRADING AS (if different from above)	
COMPANY REGISTRATION NUMBER	
CSD NUMBER	
CIDB Grading	
CIDB CRS Number	

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/24/23-24

**SUB-CONTRACTING FOR CONSTRUCTION OF NEW MUNICIPAL OFFICES IN
BUTTERWORTH**

FENCING TO OFFICE SITE

CONTRACTPART 2 (OF 4) : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

1) The conditions of contract, the contract data, the specifications (including the project specifications) and the issued drawings shall be read in conjunction with the bill of quantities.

2) The bill comprises items covering the contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

although the tenderer is at liberty to insert a rate of his own choosing for each item in the bill, he should note the fact that the contractor is entitled, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the contractor inserted in the bill. Clause 8 of each standardized specification, and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3) Descriptions in the bill of quantities are abbreviated and may differ from those in the standardized and project specifications. No consideration will be given to any claim by the contractor submitted on such a basis. The bill has been drawn up generally in accordance with the latest issue of civil engineering quantities. Should any requirement of the measurement and payment clause of the appropriate standardized or project specification(s) be contrary to the terms of the bill or, when relevant, to the civil engineering quantities, the requirement of the appropriate standardized, project, or particular specification as the case may be, shall prevail.

4) Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.

5) The amounts and rates to be inserted in the bill of quantities shall be the full inclusive amounts to the employer for the work described under the several items. such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the tender is based.

6) An amount or rate shall be entered against each item in the bill of quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the bill.

The tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

should the tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the conditions of contract, remain valid irrespective of any change in the quantities during the execution of the contract.

7) The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the bill of quantities, will be used to determine payments to the contractor. The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities certified for payment. Ordering of materials is not to be based on the bill of quantities.

8) For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: the unit of measurement for each item of work as defined in the standardized, project or particular specifications

Quantity: the number of units of work for each item

Rate: the payment per unit of work at which the tenderer tenders to do the work

Amount: the quantity of an item multiplied by the tendered rate of the (same) item

Sum: an amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units

9) The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

10) Expanded public works programme (EPWP) implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities or bill of quantities with the letters li in a separate column filled in against every item so designated. 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.

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.

11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the bill of quantities. The contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

12) Value added tax (vat) shall not be included in the individual rates but is to be added as a total at the end of the summary.

13) All materials to be provided by the contractor will be SABS, ISO OR JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the engineer in writing.

15) The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

16) The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

17) A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

18) Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

19) All prices or rates inserted in the Bill of Quantities shall be Excluding VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

20) Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.
- Should a tenderer be unwilling to make the corrections ordered by the Project Engineer, the tender may be disqualified.

21) The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

22) A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Note: Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

NOTE

Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

C2.2 : BILL OF QUANTITIES

Is to be in line with the Standard Specifications for Road and Bridge Works.

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

STRUCTURE OF THIS PRELIMINARIES BILL

Section A:

A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement

Section B:

A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries

Section C:

Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

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Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

R

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Bills of quantities

The Bill of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended published and issued by the Association of South African Quantity Surveyors - Seventh Edition, 2015

Pricing of bills of quantities

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities

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

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in

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Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

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terms of international best practice
Legal status of contractor

If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement
2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons
3. The contractor shall not alter its composition or legal status without the prior written consent of the employer

Item

1 Clause 2.0 - Law, regulations and notices

Law applicable to the works: Republic of South Africa

Item

2 Clause 3.0 - Offer and acceptance

Currency applicable to this agreement: ZAR

Item

3 Clause 4.0 - Cession and assignment

Item

4 Clause 5.0 - Documents

The original signed agreement is to be held by the Mngquma Local Municipality

The number of copies of construction information to be issued to the contractor at no cost: 3

Documents comprising the agreement:

The JBCC® Principal Building Agreement, Edition 6.2 May 2018

The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018

Contract drawings

Bills of Quantities (balanced)

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Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

1	Clause 6.0 - Employer's agents The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2] Principal Agent and delegated authority Principal agent's and agents interest of involvement in the works other than a professional interest N/A	Item		
2	Clause 7.0 - Design responsibility <u>Insurances and securities (A8-A11)</u>	Item		
3	Clause 8.0 - Works risk	Item		
4	Clause 9.0 - Indemnities	Item		
5	Clause 10.0 - Insurances	Item		
6	Clause 11.0 - Securities Waiver of lien It is expected of the contractor to waive his lien in terms of clause 11.10 Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]	Item		
Carried to Collection			R	
Bill No. 1 PRELIMINARIES MNQUMA OFFICES - FENCING TO OFFICE SITE				

Execution (A12 - A17) }

1 Clause 12.0 - Obligations of the parties

Office accommodation

The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]

Notice board

The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]

Statutory and other notices

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard. It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

Item

2 Clause 13.0 - Setting out

Item

3 Clause 14.0 - Nominated subcontractors

Item

4 Clause 15.0 - Selected subcontractors

As listed in the Contract Data

Item

Carried to Collection

R

Bill No. 1

PRELIMINARIES

MNQUMA OFFICES - FENCING TO OFFICE SITE

1	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the user of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	Item	
2	Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor <u>Completion (A18 - A24) }</u>	Item	
3	Clause 18.0 - Interim completion	Item	
4	Clause 19.0 - Practical completion	Item	
5	Clause 20.0 - Completion in sections	Item	
6	Clause 21.0 - Defects liability period and final completion	Item	
7	Clause 22.0 - Latent defects liability period	Item	
Carried to Collection			R
Bill No. 1 PRELIMINARIES MNQUMA OFFICES - FENCING TO OFFICE SITE			

- | | | | |
|---|---|------|--|
| 1 | <p>Clause 23.0 - Revision of the date for practical completion</p> <p>Substitution of materials and goods</p> <p>The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]</p> | Item | |
| 2 | <p>Clause 24.0 - Penalty for late or non-completion</p> <p><u>Payment (A25 - A27) }</u></p> | Item | |
| 3 | <p>Clause 25.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>Fluctuations in costs</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor</p> | Item | |

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R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

1 Clause 26.0 - Adjustment of the contract value and final account

Fluctuations in costs

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]

Cost of claims

All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs
Claims from subcontractors

The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]

Item

2 Clause 27.0 - Recovery of expense and/or loss

Item

Suspension and termination (A28 - A29)

3 Clause 28.0 - Suspension by the contractor

Item

4 Clause 29.0 - Termination

Item

Dispute resolution (A30)

5 Clause 30.0 - Dispute resolution

Agreement

The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties
Tenderer's selection

Before submission of his tender the contractor is to complete the tenderer's selections in the contract data

Item

SECTION B: GENERAL PRELIMINARIES

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Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

Amendments, modifications, corrections or supplements to the General Preliminaries in Section B are recorded in the contract data

Definitions and interpretation (B1)

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|---|-----------------------------|------|
| 1 | Clause 1.1 - Definitions | Item |
| 2 | Clause 1.2 - Interpretation | Item |

Documents (B2)

- | | | |
|---|---|------|
| 3 | Clause 2.1 - Checking of documents | Item |
| 4 | Clause 2.2 - Provisional bills of quantities | Item |
| 5 | Clause 2.3 - Availability of construction information | Item |
| 6 | Clause 2.4 - Ordering of materials and goods | Item |

Previous work and adjoining properties (B3)

- | | | |
|---|---|------|
| 7 | Clause 3.1 - Previous work - dimensional accuracy | Item |
| 8 | Clause 3.2 - Previous work - defects | Item |
| 9 | Clause 3.3 - Inspection of adjoining properties | Item |

The site (B4)

- | | | |
|----|--|------|
| 10 | Clause 4.1 - Handover of site in stages | Item |
| 11 | Clause 4.2 - Enclosure of the works | Item |
| 12 | Clause 4.3 - Geotechnical and other investigations | Item |
| 13 | Clause 4.4 - Encroachments | Item |
| 14 | Clause 4.5 - Existing premises occupied | Item |
| 15 | Clause 4.6 - Services - known | Item |

Management of contract (B5)

- | | | |
|----|--------------------------------------|------|
| 16 | Clause 5.1 - Management of the works | Item |
| 17 | Clause 5.2 - Progress meetings | Item |

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

1	Clause 5.3 - Technical meetings	Item	
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>		
2	Clause 6.1 - Samples of materials	Item	
3	Clause 6.2 - Workmanship samples	Item	
4	Clause 6.3 - Shop drawings	Item	
5	Clause 6.4 - Compliance with manufacturer's instructions	Item	
	<u>Deposits and fees (B7)</u>		
6	Clause 7.1 - Deposits and fees	Item	
	<u>Temporary services (B8)</u>		
7	Clause 8.1 - Water	Item	
8	Clause 8.2 - Electricity	Item	
9	Clause 8.3 - Ablution and welfare facilities	Item	
10	Clause 8.4 - Communication facilities	Item	
	<u>Prime cost amounts (B9)</u>		
11	Clause 9.1 - Responsibility for prime cost amounts	Item	
	<u>Attendance on subcontractors (B10)</u>		
12	Clause 10.1 - General attendance	Item	
13	Clause 10.2 - Special attendance	Item	
	<u>General (B11)</u>		
14	Clause 11.1 - Protection of the works	Item	
15	Clause 11.2 - Protection/isolation of existing works and works occupied in sections	Item	
16	Clause 11.3 - Security of the works	Item	
17	Clause 11.4 - Notice before covering work	Item	
	Carried to Collection		R
	Bill No. 1		
	PRELIMINARIES		
	MNQUMA OFFICES - FENCING TO OFFICE SITE		

1	Clause 11.5 - Disturbance	Item
2	Clause 11.6 - Environmental disturbance	
	Controlling all forms of pollution	
	The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.	
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works	Item
3	Clause 11.7 - Works cleaning and clearing	Item
4	Clause 11.8 - Vermin	Item
5	Clause 11.9 - Overhand work	Item
6	Clause 11.10 - Tenant installations	Item
7	Clause 11.11 - Advertising	Item

SECTION C: SPECIFIC PRELIMINARIES

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

Specific Preliminaries

1 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor

Item

2 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer

Item

3 Cooperation of the contractor for cost management

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget

Item

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

1 Overloading

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense

Item

2 Propping of floors below

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor

Item

3 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Item

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

- 1 The principal contractor shall comply with all the requirement of mandatory subcontracting of SMMEs for a minimum of 30% of their contract value (Including VAT) as stipulated under the SMME subcontracting requirements. The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide, and assist each SMMEs in all aspects of management, execution and completion of his/her subcontract. This shall typically include the on-site productivity planning and management of materials, cost management, contract management, Health and Safety management, quality management, communication management and close-out documentation.

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Item

2 Health and safety

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

Item

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

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|---|--|------|--|
| 1 | <p>The contractor shall</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification | Item | |
| 2 | <p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p> | Item | |
| 3 | <p>Advertising rights</p> <p>The may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement</p> | Item | |

Carried to Collection

R

Bill No. 1
PRELIMINARIES
MNQUMA OFFICES - FENCING TO OFFICE SITE

1 Confidentiality

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works

No information regarding this project shall be published or disclosed without the prior written consent of the employer

Item

2 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Collection

R

Bill No. 1

PRELIMINARIES

MNQUMA OFFICES - FENCING TO OFFICE SITE

Bill No. 1

PRELIMINARIES

COLLECTION

Total Brought Forward from Page No.

Page
No

Amount

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

Carried to Summary

R

Bill No. 1

PRELIMINARIES

MNQUMA OFFICES - FENCING TO OFFICE SITE

Item No		Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>FENCING AND GATES (PROVISIONAL)</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>Betafence Fence With Galvanised PVC Coated Finish And 76 x 12mm Apertures Complete Including Panels, Posts, Excavations, Backfilling, Concrete Bases, Etc All In Strict Accordance With The Manufacturers Instructions (Panels And Posts To Carry A 10 Year anti corrosion And A 15 Year Purpose Guarantee)</u>			
1	Fencing 2.40m high with posts bolted to top of concrete filled brick cavity retaining wall	m	270	
2	Ditto, but with posts cast into and including concrete bases	m	205	
3	100mm Saw tooth spikes fixed to top of fence	m	475	
4	Provide the budgetary allowance of R 165 000.00 (one hundred and sixty five thousand rand) for gates complete with concrete beams, etc to be adjusted as required			
		Item		165 000.00
	<u>Clear Site, Etc</u>			
5	Allow for clearing the site for a width of 1.00m where fencing runs are to be erected including removing shrubs, etc not exceeding 200mm girth, grubbing up roots and roughly levelling the ground	m	205	
6	Extra over trench, etc excavation in earth for excavation in soft rock	m3	4	
	Carried to Collection		R	
	Bill No. 2			
	FENCING AND GATES (PROVISIONAL)			
	MNQUMA OFFICES - FENCING TO OFFICE SITE			

1 Ditto, in hard rock

m3

2

Carried to Collection

R

Bill No. 2
FENCING AND GATES (PROVISIONAL)
MNQUMA OFFICES - FENCING TO OFFICE SITE

Bill No. 2

FENCING AND GATES (PROVISIONAL)

COLLECTION

Total Brought Forward from Page No.

Page
No

19

20

Amount

Carried to Summary

R

Bill No. 2

FENCING AND GATES (PROVISIONAL)

MNQUMA OFFICES - FENCING TO OFFICE SITE

Bill
No

Amount

Page
No

1	PRELIMINARIES
2	FENCING AND GATES (PROVISIONAL)

18

21

NETT BUILDING COST

R

ADD : 15% VALUE ADDED TAX

R

Carried to Form of Tender

R

MNQUMA OFFICES - FENCING TO OFFICE SITE

SUMMARY PAGE OF BILL OF QUANTITIES		
CONSTRUCTION OF NEW MNQUMA OFFICE		
Contract No: MNQ/SCM/24/23-24		
Schedule of Quantities		
SUBCONTRACT : FENCING TO OFFICE SITE		
Bill No.	DESCRIPTION	AMOUNT
1	Preliminaries	
2	Fencing and Gates (Provisional)	
TOTALS FOR WORKS		
	SUB-TOTAL	
	VAT @ 15%	
	TOTAL TENDER OFFER	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer