

Item      Quantity      Amount No

**BILL NO. 1**

**BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement (July 2007 Edition 5 - Reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building Agreement **contract data** form an integral part of this **agreement**

The ASAQS Preliminaries (March 2014 edition) published by the Association of South African Quantity Surveyors for use with the **JBCC** Principal Building Agreement shall be deemed to be incorporated in these **bills of quantities**

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this **agreement** such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

Where any item is not relevant to this **agreement** such item is marked N/A (signifying "not applicable")

**PREAMBLES FOR TRADES**

The Model Preambles for Trades (2008 edition) as 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 Model Preambles will be entertained

Supplementary preambles are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles

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

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## PRICING OF PRELIMINARIES

Should the **contractor** select Option A in terms of clause 26.9.4 of the **contract data** for the purpose of adjustment of these **preliminaries**, the amount entered into the amount column in these **preliminaries** is 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

### Interpretation (A1-A7)

- 1 Clause 1.0 - Definitions and interpretation

#### **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, imposts, establishment charges, overheads, profit and all other obligations arising out of the **agreement**

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

#### **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 authority to bind the **contractor** and each of these persons

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3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

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2 Clause 2.0 - Law, regulations and notices

**Health and safety**

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. 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 reasonable provisions of the aforementioned health and safety specification [2.1]

3 Clause 3.0 - Offer and acceptance

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4 Clause 4.0 - Assignment and cession

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6 Clause 5.0 - **Contract documents**

Clause  
6.0 -

**Value Added Tax**

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

**Priced document as specification**

The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any [5.3]

**Electronic issue of drawings**

All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]

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**Employer's agents**

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## Delegated authority

The authority of the **principal agent** to perform duties for specific aspects of the **works** is delegated to the **agents** as follows [6.2]:

### 1: Architect

The architect is responsible for the architectural design, functional design and quality inspection. Without derogating from the generality thereof the architect will perform the following specific functions and duties:

- 1.1 Give opinion on aspects of the **works** which are not in accordance with the **agreement**
- 1.2 Supply the specified number of drawings
- 1.3 Issue instructions if **bills of quantities** is to be used as a specification
- 1.4 Be responsible for primary co-ordination of design elements
- 1.5 Receive through the **contractor** and accept design documentation undertaken by **subcontractors**
- 1.6 Issue instructions to the **contractor** regarding:
  - 1.6.1 Alteration to design, quality or quantity of the **works** provided that such instructions shall not substantially change the scope of the **works**
  - 1.6.2 Removal of any **materials and goods** from the **site** and the substitution of any **materials and goods** therefor
  - 1.6.3 Removal or re-execution of any work
  - 1.6.4 Opening up of work for inspection
  - 1.6.5 Testing of work and **materials and goods**
  - 1.6.6 Protection of the **works**
  - 1.6.7 Making good physical loss and repairing damage to the **works**

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1.6.8 Lists for **practical completion** and **final completion**

1.6.9 Compliance with Acts of Parliament, regulations and bylaws

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1.7 Witness the handing over to the **contractor** of pegs, beacons and datum levels

1.8 Define levels and provide the **contractor** with the necessary information to set out the **works**

1.9 Acceptance of design by **subcontractors**

1.10 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**

1.11 Inspect the **works** for **practical completion**

1.12 Issue the **list for practical completion** and re-inspect upon request of the **contractor**

1.13 Issue the **certificate of practical completion**

1.14 Inspect the **works** at the end of the **defects** liability period

1.15 Issue the **list for final completion** and re-inspect upon request of the **contractor**

1.16 Issue the **certificate of final completion**

## 2. Quantity surveyor

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor will perform the following specific functions and duties:

2.1 Consult with the **contractor** in correction of rates or errors and discrepancies

2.2 Complete the **contract data**

2.3 Supply the specified number of unpriced **bills of quantities**

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- 2.4 Identify in the **contract data** any changes to the standard **JBCC** documentation and determine any loss and expense to the **contractor** caused by non-disclosure thereof
- 2.5 Deal with amounts paid by the **contractor** to authorities having jurisdiction over the **works**

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2.6	Measure and value the making good of physical loss or damage 2.7 Issue instructions to the <b>contractor</b> regarding:	
2.7.1	Rectification of discrepancies and errors in description or omissions in <b>contract documents</b>	
2.7.2	Furnishing proof of payment to <b>subcontractors</b>	
2.7.3	<b>Budgetary allowances</b> and work executed by the <b>contractor</b>	
2.7.4	Contingency and other monetary provisions included in the <b>contract sum</b>	
2.8	Prepare nominated and/or selected subcontract tender documents	
2.9	Receive proof from the <b>contractor</b> that the <b>contractor's</b> payment obligations have been met in respect of <b>subcontractors</b>	
2.10	Act on <b>employer's</b> instructions to pay <b>subcontractors</b> directly	
2.11	Adjustment of the <b>contract value</b> in respect of a revision to the date of <b>practical completion</b>	
2.12	Calculate <b>penalties</b> for non-completion upon receipt of the relevant information from the <b>principal agent</b>	
2.13	Valuation of payment claims for <b>payment certificates</b>	
2.14	Calculate default and compensatory <b>interest</b> (if any) due to the <b>parties</b>	

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- 2.15 With each valuation for payment issue:
  - 2.15.1 A statement to the **contractor** and each **subcontractor** showing the amount certified for the relevant **subcontractor**
  - 2.15.2 A statement to the **employer** and **contractor** showing the total amount certified
  - 2.15.3 A **recovery statement**
- 2.16 Determine the value of adjustments to the **contract value**
- 2.17 Receive from the **contractor** details of expense and loss claims and assess such claims

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- 2.18 Prepare the **final account** and submit to the **contractor** ?

### 3. Civil and structural engineer

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of the civil and structural engineering aspects of the **works**:

- 3.1 Give opinion on aspects of the **works** which are not in accordance with the **agreement**
- 3.2 Supply the specified number of drawings
- 3.3 Issue instructions if **bills of quantities** is to be used as a specification
- 3.4 Receive and accept design documentation undertaken by **subcontractors**
- 3.5 Issue instructions to the **contractor** regarding:

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- 3.5.1 Alteration to design, quality or quantity of the **works** provided that such instructions shall not substantially change the scope of the **works**
- 3.5.2 Removal of any **materials and goods** from the **site** and the substitution of any **materials and goods** therefor
- 3.5.3 Removal or re-execution of any work
- 3.5.4 Opening up of work for inspection
- 3.5.5 Testing of work and **materials and goods**
- 3.5.6 Protection of the **works**
- 3.5.7 Making good physical loss and repairing damage to the **works**
- 3.5.8 Compliance with Acts of Parliament, regulations and bylaws
- 3.6 Define levels and provide the **contractor** with the necessary information to set out the **works**
- 3.7 Acceptance of design by **subcontractors**

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- 3.8 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**
- 3.9 Inspect the **works** for **practical completion**
- 3.10 Issue the **list for practical completion** and re-inspect upon request of the **contractor**
- 3.11 Inspect the **works** at the end of the **defects** liability period

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3.12 Issue the **list for final completion** and re-inspect upon request of the **contractor** ?

4. Electrical engineer

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection? and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions?. Without derogating from the generality thereof the electrical engineer will perform the following specific functions and duties in respect of the electrical engineering aspects of the **works**:

4.1 Give opinion of aspects of the **works** which are not in accordance with the **agreement**

4.2 Supply the specified number of drawings

4.3 Issue instructions if **bills of quantities** is to be used as a specification

4.4 Receive and accept design documentation undertaken by **subcontractors**

4.5 Issue instructions to the **contractor** regarding:

4.5.1 Alteration to design, quality or quantity of the **works** provided that such instructions shall not substantially change the scope of the **works**

4.5.2 Removal of any **materials and goods** from the **site** and the substitution of any **materials and goods** therefor

4.5.3 Removal or re-execution of any work

4.5.4 Opening up of work for inspection

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4.5.5 Testing of work and <b>materials and goods</b>		
4.5.6 Protection of the <b>works</b>		
4.5.7 Making good physical loss and repairing damage to the <b>works</b>		
4.5.8 Compliance with Acts of Parliament, regulations and bylaws		
4.6 Provide the <b>contractor</b> with the necessary information to set out the		

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**works**

- 4.7 Acceptance of design by **subcontractors**
- 4.8 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**
- 4.9 Inspect the **works** for **practical completion**
- 4.10 Issue the **list for practical completion** and re-inspect upon request of the **contractor**
- 4.11 Inspect the **works** at the end of the **defects** liability period
- 4.12 Issue the **list for final completion** and re-inspect upon request of the **contractor**

5. Health and safety consultant

The health and safety consultant is responsible for all aspects of health and safety. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**:

- 5.1 Act as the client's (**employer's**) agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993
- 5.2 Prepare and update the health and safety specification for the **works**
- 5.3 Agree with the **contractor** the health and safety plan for the **works**
- 5.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations ?

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- 7 Clause 7.0 - Design responsibility  
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**Insurance and security (A8-A11)**

- 8 Clause 8.0 - **Works** risk  
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9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item
11	Clause 11.0 - <b>Security</b>	
12	<b>Execution (A12 - A17)</b>	
13	Clause 12.0 - Duties of the <b>parties</b>  The site comprises of existing buildings currently being occupied by members of Ethonjeni public transport facility. Working hours will between 7am-5pm. Should the Contractor work beyond these hours, a written request by the Contractor will be submitted to the Principal Agent for approval. Access to the existing buildings are to be kept clear for pedestrians and vehicles. Clause [12.1.2]	
14	The Contractor may not occupy areas on site where existing buildings are present. Clause [12.1.4]  <i>Clause 12.2.15 - Enclosure of the works</i>  <b>Enclosure of the works</b>  The <b>contractor</b> shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the <b>works</b> and elements thereof, all for the protection of the public and others [12.2.15]	
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	<i>Clause 12.2.18 - Office accommodation</i>	R

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**Office accommodation**

The **contractor** shall erect, maintain and remove at completion airconditioned 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].

15 Clause 13.0 - Setting out

**Encroachments**

The **contractor** shall notify the **principal agent** if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, services, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments [13.2.1]

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16 Clause 14.0 - Nominated **subcontractors**  
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17 Clause 15.0 - Selected **subcontractors**  
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18 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 use 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

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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]

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19 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  
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20 **Completion (A18 - A24)**

Clause 18.0 - Interim completion  
F:..... V:..... T:.....

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21 Clause 19.0 - **Practical completion**

**User note**

*List with a suitable heading in bold any special requirements for **practical completion** here. Reference as [19.3.1]*

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Clause 20.0 - Sectional completion

**User note**

*If sectional completion is applicable, then a clause with a suitable heading in bold should be inserted, or drawing(s) annexed, to define the various sections. Reference as [20.1]*

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Clause 21.0 - **Defects liability period and final completion**

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24 Clause 22.0 - **Latent defects liability period**

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25 Clause 23.0 - Revision of date for **practical completion**

**Substitution of materials and goods**

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]

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26 Clause 24.0 - **Penalty** for late or non-completion  
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27 **Payment (A25 - A27)**

Clause 25.0 - Payment

**Materials and goods stored off site**

The inclusion of **materials and goods** stored off **site** in the amount authorised for payment shall be at the sole discretion of the **principal agent** and such inclusion shall only be considered upon the provision, by the **contractor**, of an approved **security** [25.3.2] ?

**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** [25.3.4]

**Prices submitted**

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 the **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

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

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The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission

Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of **practical completion** of the **works**

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**Cost of claims**

All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**

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 to assist the **principal agent** in adjudicating the claim [26.6]

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Clause 27.0 - Recovery of expense and/or loss

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**Suspension and termination (A28 - A29)**

Clause 28.0 - Suspension by the **contractor**

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Clause 29.0 - Termination

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**Dispute resolution (A30)**

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Clause 30.0 - Dispute resolution

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**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**

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**34 Contract data**

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

**SECTION B: PRELIMINARIES**

**Interpretation (B1)**

**35 Clause 1.1 - Definitions**

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36	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item
37	<b><u>Documents (B2)</u></b> Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item
38	Clause 2.2 - Provisional <b>bills of quantities</b> <b><u>Previous work and adjoining properties (B3)</u></b> Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item
39	Clause 3.2 - Previous work - <b>defects</b> F:..... V:..... T:..... Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item
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42	<b><u>Samples, shop drawings and manufacturer's instructions (B4)</u></b> Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item
43	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item

44	Clause 4.3 - Shop drawings	
	F:..... V:..... T:.....	Item
45	Clause 4.4 - Compliance with manufacturer's instructions	
	F:..... V:..... T:.....	Item
46	<b><u>Deposits and fees (B5)</u></b>	
	Clause 5.1 - Deposits and fees	
	F:..... V:..... T:.....	Item
47	<b><u>Temporary services (B6)</u></b>	
	Clause 6.1 - Water	
48	F:..... V:..... T:.....	Item
	Clause 6.2 - Electricity	
49	F:..... V:..... T:.....	Item
	Clause 6.3 - Ablution and welfare facilities	
50	F:..... V:..... T:.....	Item
	Clause 6.4 - Communication facilities	
51	F:..... V:..... T:.....	Item
	<b><u>Prime cost amounts (B7)</u></b>	
	Clause 7.1 - Responsibility for prime cost amounts	
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*Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost*

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amount in a measured item, which measured item shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc

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**Attendance on subcontractors (B8)**

52 Clause 8.1 - General attendance

**User note**

General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement

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53 Clause 8.2 - Special attendance

**User note**

*Insert details after the provisional sums (nominated or selected subcontract amount) for any special attendance where specifically required for each subcontractor separately*

*It is important to note that general attendance only requires the contractor to "permit the subcontractor 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" (refer to 12.2.12 of the JBCC n/s subcontract agreement). Many subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill*

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54 **General (B9)**

Clause 9.1 - Protection of the **works**

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56 Clause 9.2 - Protection/isolation of existing/sectionally occupied **works**

Clause 9.3 -

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Security of the **works**

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57 Clause 9.4 - **Notice** before covering work

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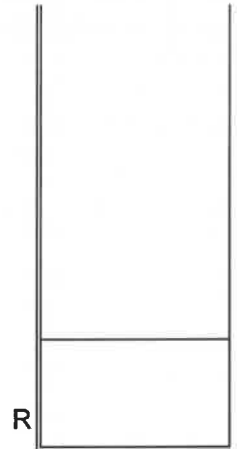
58	<p>Clause 9.5 - Disturbance</p> <p>F:..... V:..... T:.....</p>		Item
59	<p>Clause 9.6 - Environmental disturbance</p> <p><b>Controlling all forms of pollution</b></p> <p>The <b>contractor</b> shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the <b>construction period</b> due <i>inter alia</i> to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>The <b>contractor</b> is to ensure that all roads which border the <b>site</b> and is used by the <b>contractor</b> during the execution of the <b>works</b> are kept clean and free of any dirt or debris caused by the execution of the <b>works</b></p>		
60	<p>Clause 9.7 - <b>Works</b> cleaning and clearing</p> <p>F:..... V:..... T:.....</p>		Item
61	<p>Clause 9.8 - Vermin</p> <p>F:..... V:..... T:.....</p>		Item
62	<p>Clause 9.9 - Overhand work</p> <p>F:..... V:..... T:.....</p>		Item
63	<p><b><u>Schedule (B10)</u></b></p> <p><b>Information for completion of schedule</b></p> <p>Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p>		
	<b>Carried to Collection</b>		
			R

10.1 - Provisional **bills of quantities** [2.2]  
The quantities are provisional      No

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10.2 -	Availability of <b>construction information</b> [2.3]		
	<b>Construction documentation</b> is complete	Yes	
10.3 -	Previous work - dimensional accuracy [3.1]		
10.4 -	Previous work - <b>defects</b> [3.2]		
10.5 -	Inspection of adjoining properties [3.3]		
10.6 -	Water [6.1]		
	Option A (by <b>contractor</b> )	Yes	
	Option B (by <b>employer</b> - free of charge)	No	
	Option C (by <b>employer</b> - metered)	No	
10.7 -	Electricity [6.2]		
	Option A (by <b>contractor</b> )	Yes	
	Option B (by <b>employer</b> - free of charge)	No	
	Option C (by <b>employer</b> - metered)	No	
10.8 -	Ablution and welfare facilities [6.3]		
	Option A (by <b>contractor</b> )	Yes	
	Option B (by <b>employer</b> )	No	
10.9 -	Communication facilities [6.4]		
10.10 -	Protection of the <b>works</b> [9.1]		
10.11 -	Protection/isolation of existing/sectionally occupied	<b>works</b> [9.2]	

Protection/isolation is required	Yes
10.12 - Disturbance [9.5]	
	<b>Carried to Collection</b>



User note

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever

10.13 - Environmental disturbance [9.6]

F:..... V:..... T:.....

Item

**SECTION C: SPECIFIC PRELIMINARIES**

64

**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 doing the work and shall deliver same to the **principal agent** on the **final completion** of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **final 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** to do so

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**

F:..... V:..... T:.....

Item

65

**Overtime**

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

F:..... V:..... T:.....

Item

**Carried to Collection**

R

66

**Co-operation 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 final building cost does not exceed the budget

F:..... V:..... T:.....

Item

67

**Overloading**

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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

F:..... V:..... T:.....

Item

68

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**

F:..... V:..... T:.....

Item

69

Testing of flat roof waterproofing for watertightness

70  
Broad  
based  
black

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the **principal agent**, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

F:..... V:..... T:.....

Item

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economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

The **employer** will be monitoring the black economic empowerment status of the **contractor** throughout the execution of the **works**

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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 BBEE rating including proof of the said rating

F:..... V:..... T:.....

Item

71

**Advertising rights**

The **employer** 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. Position and type of advertising structure to be agreed with the **principal agent** so as not to hinder the **contractor** in the meeting of his obligations under this **agreement**

F:..... V:..... T:.....

Item

72

**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**

F:..... V:..... T:.....

Item

73

**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 to be printed, screened or aired by the media

F:..... V:..... T:.....

Item

**Carried to Collection**

R

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

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Category : Value R.....

Category : Time R.....

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**Carried to Summary**

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Item    Quantity    Rate    Amount No

**BILL NO 2**

**SITE WORK (PROVISIONAL)**

Tenderers are referred to the Model Preambles for All Trades as published by the Association of South African Quantity Surveyors (Tel. 011-315 4140) and the Architectural and Structural Works Information before pricing this Bill of Quantities

**SUPPLEMENTARY PREAMBLES**

**Proprietary items or materials**

Proprietary items or materials where specified are to be of the brand specified or other approved by the Representative / Agent

Further to the above, Bidders are to note that the latest edition of SANS 10400, current at the time of the tender will form part of the specifications to this contract and as such, pricing shall be deemed to include for complete conformance in all respect

**SUPPLEMENTARY PREAMBLES**

Working at Heights:

Bidders are to note that the work to be undertaken will require all necessary scaffolding, due to the heights of the structures to be constructed/alterd. Bidders are to therefore price accordingly as rates will be deemed to include for same and no further claims in this regard will be entertained

Nature of ground:

The nature of the ground is assumed to be loose sandy material, therefore 'earth', but possibly interspersed with 'soft rock' or 'hard rock'

Carting away of excavated material

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Descriptions of carting away of excavated material shall be deemed to include

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loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site, and dumping at registered dump sites

**Bulking:**

No allowance has been made for Bulking

**Filling:**

Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material

**Testing:**

Prices for filling are to include for all necessary density tests in accordance with the relevant sections of SANS

**Proximity to existing structures**

Bidders are to note that some of the following measured work is to be undertaken in close proximity to existing structures. No claims in this regard will be entertained General:

Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowance

Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists View site:

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Before submitting his Bid the contractor shall visit the site and satisfy himself as

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to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished and/or altered. No additional claims in this regard will be entertained.

#### General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants, as well as to daily operations of the rank. He shall provide proper protection and shall provide, erect and maintain approved hoarding for the duration of the contract.

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

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

#### Responsibility for site:

The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a compliant and safe site

#### Damages to existing finishes, etc.:

The Contractor will be held responsible for all damage, however caused, to existing finishes and fittings etc. and he must make good all damage at his own expense to the approval of the Principal Agent.

#### Handling and disposal of items removed

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Notwithstanding anything stated to the contrary, the client reserves full rights to

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all items removed. Should the client request the re-use or use of items removed, this shall be facilitated by the contractor at no extra costs to the contract.

Removal of existing works:.

Where descriptions and/or sub-headings include for the removal of items, "removing/removal/remove" shall be deemed to be inclusive of loading and carting of the specified items to a dump site to be located by the Contractor. No further claims or correspondence in this regard will be entertained.

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**THE FOLLOWING IN PLANTER UNITS AND SEATING AREAS**

**REMOVAL OF EXISTING WORK**

- |   |  |    |    |
|---|--|----|----|
| 1 | Breakup and removing mass brickwork, infill material, etc, including making good concrete surfaces where brickwork removed and carting away surplus material to a dumping site to be located by the contractor | m3 | 72 |
|---|--|----|----|

Bill No. 2  
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**REMOVAL OF TREES ETC**

**Taking out and removing, grubbing up roots and filling in holes**

2	Trees including stumps exceeding 200mm and not exceeding 500mm girth	No	4
3	Trees including stumps exceeding 500mm and not exceeding 1000mm girth	No	2

Note :

Bidders are advised that the item below are collectively measured for installation across the site and no further claims due double handling etc, will be entertained as rates will be deemed inclusive

4	<p><b><u>Precast concrete finished smooth on expose surfaces including bedding, jointing and pointing</u></b></p> <p>"The Turin Bench" colour grey size 1500mm x 450mm high as supplied by "Wilson Stone" or equally approved</p>	No	8
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**THE FOLLOWING IN RANK OFFICE**

**ALTERATIONS**

**REMOVAL OF EXISTING WORK**

5	<p><u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing brick surfaces for new tile finishes Tiles to walls</u></p>		
	<b>Carried to Collection</b>	m2	2

R

**Taking down and removing roofs, floors, panelling, ceilings, partitions, etc**

6	125 x 75mm Aluminium square section rainwater pipes including bends, shoes, etc	m	5
---	---	---	---

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**CARPENTRY AND JOINERY**

**Eaves, verges, etc**

"Everite FC77" or equally approved pressed fibrecement

7	200 x 80mm Angle section barge boards fixed to ends of rafters including aluminium H-profile joint strips	m	3
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Bill No. 2  
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**TILING**

**Allow the Prime Cost sum of R 200.00/m<sup>2</sup> for the supply and delivery of ceramic wall tiles and fix tiles with an approved adhesive and grout**

8	On walls in isolated panels, splashbacks, etc	m2	2
9	Fair exposed cutting and fitting around pipe not exceeding 100mm internal diameter (Provisional)	No	2

**PLUMBING AND DRAINAGE (PROVISIONAL)**

**Rainwater disposal**

10	<u>0.8mm Seamless aluminium</u>		
11	125 x 75mm Ogee eaves gutters	m	5
12	Extra over eaves gutter for stopped end	No	2
13			
14	Extra over eaves gutter for angle	No	1
15	Extra over eaves gutter for outlet for 125mm pipe	No	1
16			
	Extra over rainwater pipe for bend	No	2
	Extra over rainwater pipe for shoe	No	1
	125 x 75mm Rainwater pipes	m	3

**Carried to Collection**

R

**TRAPS ETC**

**"Marley" or equally approved**

17	38mm Deep seal "P" or "S" trap	No	1
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**Taps, valves, etc.**

**"Cobra" or equally approved**

18 " Code - 217-15" "Star" pillar tap chrome plated with 1/2 BSP male inlet, and flanged backnut. No 1

19 266/041/10 1/2 Sink mixer including C-362/2 capnut and C-362/3 wall flange, stays and backnuts No 1

**Water supplies**

**Class 1 copper pipes**

20 15mm Pipes chased into brick walls m 5

21 **Extra over class 1 copper pipes for capillary fittings**

22 15mm Fittings No 8

23 22mm Fittings No 4

**Testing**

24 Testing water pipe system Item

**THE FOLLOWING IN PAVING**

**Earthworks**

26 Excavation in earth not exceeding 2m deep for reducing levels under floors m3 5

Extra over cart away surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor m3 5

Extra over trench and hole excavations in earth for excavation in soft rock m3 1

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27 Extra over trench and hole excavations in earth for

R

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	excavation in hard rock	m3	1
28	Keeping excavations free of all water other than subterranean water		Item

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Rip, scarify as necessary and compact natural ground or excavated surfaces for a depth of 200mm to a density of at least 95% M.O.D. AASHTO	m2	35	
150mm Thick earth filling of G7 quality supplied by the contractor compacted to 95% Mod AASHTO density	m3	5	
In-situ dry density (sand replacement) test in accordance with method A10 (a) of TMH 1	No	2	
Soil poisoning under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	35	
<b><u>Paving of 220 x 108.5 x 50mm Thick "Corobrik Burgandy Paver" or equally approved paving blocks with butt joints on a 25mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on sub grade conforming to SANS 1200 D Degree of Accuracy I</u></b>			
Paving in herringbone bond to falls	m2	25	
<b><u>Paving of 110 x 221 x 60mm "Infraset G-Blocks' or equally approved concrete interlocking paving blocks, laid on 25mm thick river sand bed with dry filler sand swept and vibrated into joints including preparation of ground or filling</u></b>			
Paving to falls	m2	10	
<b><u>MAKING GOOD OF FINISHES ETC</u></b>	m2	80	
<b><u>Taking out paving, etc. including cleaning down and making good paving blocks by means of a sugar soap solution, and setting aside for reuse</u></b>			
			R

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29	220 x 220 x 80mm Thick brick paving			
30				
31		Carried to Collection		

32

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35

**Re-installation of existing paving to match existing paving patterns with butt joints including sand swept into joints and making good all defects**

36	220 x 220 x 80mm Thick brick paving	m2	80
----	-------------------------------------	----	----

**High pressure jetting of existing paving brick including making good joints where necessary**

37	Paving	m2	960
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	<b><u>Fine jointing clear riversand swept and vibrated into existing joints</u></b>		
38	Paving	m2	960
	<b><u>THE FOLLOWING IN FENCING AND GATES</u></b>		
	<b><u>Taking down and removing</u></b>		
39			
40	Galvanised mild steel palisade fence 1800mm high with steel posts and droppers including concrete bases	m	125
41	Galvanised mild steel palisade pedestrian gate size 1500 x 1800mm high	No	1
42	Galvanised mild steel palisade sliding gate size 5000 x 1800mm high	No	2
	<b><u>Galvanised mild steel palisade security fencing and gates</u></b>		
	Galvanised mild steel palisade fencing 1800mm high above ground level comprising 16 no. 65 x 2,5mm thick pales per 3000mm length panel, the pales finished with "trident" profile at the head and fixed with high tensile anti vandal nut to and including two 40 x 40 x 3mm thick horizontal angle members spaced at maximum 1500mm centres all fixed to 100 x 55 x 2.4mm thick IPE section posts at 3000mm centres with one anti sag support bracket per 3000mm length, the posts founded on 600 x 600 x 300mm deep unreinforced concrete base all as steel palisade including all necessary excavation, backfill, cart away etc.		
	<b>Carried to Collection</b>		
		m	125
43	Galvanised steel manually operated swing gate size 1500 x 1800mm high overall complete with all supporting and locking mechanism to match new palisade fence as described above	No	1
44	Galvanised steel manually operated sliding gate size 5000 x 1800mm high overall complete with all supporting and locking mechanism to match new Bill No. 2 Site works (Provisional) G18006 GMTA QUANTITY SURVEYORS		

R

palisade fence as described above

No

2

45

46

47

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"Viro" padlock	No	3	<i>Emthonjeni Public transport facility</i>
<b><u>Paintwork etc to new work</u></b>			
Spot, sand down and prepare steel palisade fencing and gate surfaces and apply One coat primer, one undercoat and two coats "Dulux Easigloss D189-0734" or equally approved gloss enamel paint (Colour to be approved by principal agent)	m2	450	
<b><u>Budgetary allowances</u></b>			
Provide the Amount of R 20 000.00 (Twenty thousand Rand) for the repairs of the existing gate tracks, gate wheels etc			20 000
Provide the Amount of R 65 000.00 (Sixty-Five thousand Rand) for the refurbishment of existing fencing and gates, the work shall include cutting off rusted metal and welding new sections to match existing where necessary, Cut off and remove all defected posts and replace with new galvanised steel post welded to existing fence including excavations , unreinforced concrete, backfilling and compaction to bases where necessary.Clean and remove all vegetation and debri. from the fence line and cart away.Spot, sand down and prepare existing steel palisade fencing and gate surfaces and apply One coat primer, one undercoat and two coats "Dulux Easigloss D189-0734" gloss enamel paint (Colour to be approved by Principal Agent)			65 000
<b>Carried to Collection</b>			R <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span> .00

**THE FOLLOWING TO STORMWATER DRAINAGE AND PARKING AREA**

**STORMWATER DRAINAGE**

**High pressure water jetting to sewer and storm water  
pipes, channels, etc.**

Storm water

49	Various diameter pipes	m	76
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**Bituminous premix road surfacing:**

50	40mm thick AC continuously graded medium 50/70 pen bitumen mix asphalt (9.5mm)	m2	1
51	Primer coat bituminous primer road surfacing MSP 1 to crusher run base course	m2	1
52			
53	Tack coat (30% stable grade emulsion)	m2	1
54	200mm wide "sealmac" or equally approved joint seal	m	2

**Budgetary allowances**

Provide the Amount of R 5 000.00 (Five thousand Rand) for the removal of all silt, vegetation and debris form road channels, paved areas, storm water drains, etc,

Item

5 000

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R .00

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Item      Quantity      Rate      Amount No

**BILL NO 22**

**PROVISIONAL SUMS**

**SUPPLEMENTARY PREAMBLES**

**General**

Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists

**General attendance on nominated/selected subcontractors:**

The item 'Attendance' which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:

- 1      The services as set out in clause B9.1 of the Preliminaries
- 2      Making good in all trades and cleaning down and removal of rubbish on completion

Special attendance on nominated/selected subcontractors

Where stated special attendance will be described in detail in the Schedule for Variables in the Preliminaries for the services as set out in clause B9.2

PROVISIONAL SUMS FOR SELECTED SUBCONTRACT WORKS

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Bill No. 3  
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<b><u>Fire protection</u></b>			
1	Provide the Amount of R10 000.00 (Ten thousand Rand) for fire protection equipment as determined by the Principal Agent <b><u>First Aid station</u></b>	Item	10 000.00
2	Provide the Amount of R 20 000.00 (Twenty thousand Rand) for supply and installation of first aid stations as determined by the Principal Agent	Item	20 000.00
3			

Bill No. 3  
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**Signage**

Provide the Amount of R 20 000.00(Twenty thousand Rand) for the supply and installation of a new sign board as determined by the Principal Agent

Item

20,000  
Emthorijeni

Public transport facility

**Carried to Collection**

R

.00

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Bill No. 3

Provisional Sums

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GMTA QUANTITY SURVEYORS

**FINAL SUMMARY**

<b>Bill</b>	<b>Page</b>	<b>Amount No</b>	<b>No</b>
1	Preliminaries		25

2		37		
3	Site works (Provisional)	40		
	Provisional Sums			
	Sub-total Excluding Vat			
	<b><u>ADD CONTINGENCIES</u></b>			
	Allow the amount of R25 000.00 (Twenty Five thousand Rand) for contingencies which shall only be expended on the written approval of JPC and deducted in whole or part if not required			25 000
	Sub-total Excluding Vat			
	Add 15% Value Added Tax			
	<b>Carried to Form of Tender</b>			
		Item		R
				R
				R
				.00

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