

## CLOSED REQUEST FOR QUOTATION PROCESS

NAME OF SERVICE PROVIDER: \_\_\_\_\_

### REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

**N.B. THIS REQUEST FOR QUOTATIONS (RFQ) IS ONLY ISSUED TO SERVICE PROVIDERS APPROVED FOR INCLUSION IN THE JPC PANEL OF SUBCONTRACTORS (POP 02/2018).**

**CIDB GRADE: 2 GB PE AND ABOVE**

JPC requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

<b>DATE OF ISSUE</b>	30 August 2021
<b>CLOSING DATE</b>	10 September 2021
<b>CLOSING TIME</b>	10:30 AM (Telkom Time)
<b>RFQ NUMBER</b>	RFQ 200/2021
<b>PANEL NUMBER</b>	POP 02/2018
<b>DESCRIPTION OF GOODS/SERVICES</b>	Appointment of a service provider to undertake repairs and maintenance work at Eldorado Park
<b>PRE-QUALIFICATION CRITERIA</b>	N/A
<b>DIS-QUALIFICATION CRITERIA</b>	<ul style="list-style-type: none"> <li>• Non-attendance of the briefing session</li> <li>• Non submission of CIDB 2 GB PE and above</li> </ul>
<b>COMPLIANCE REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Valid Tax Compliant Verification PIN number issued by SARS.</li> <li>• Close Corporation- current copy of CK1 and/or CK2C</li> <li>• Entity BBBEE Certificate Or Certified sworn affidavit – B-BBEE Exempted Micro Enterprise</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements / arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</li> </ul>

	<ul style="list-style-type: none"> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement Affidavit stating why an up to date municipal account cannot be submitted</li> <li>• If the director does not own any property at least lease agreement or certified affidavit need to be provided</li> <li>• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement</li> <li>• Central Supplier Data Base registration (CSD)</li> <li>• Non - Signature of the following documents.</li> <li>• Declaration of interest in MBD 4</li> <li>• MBD 6.2: Local Content (If applicable)</li> <li>• Declaration of the Bidder's Past Supply Chain Practices in MBD 8,</li> <li>• Certificate of Independent Bid Determination in MBD 9</li> </ul> <p><b><i>If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.</i></b></p>
<p><b>COMPULSORY BRIEFING SESSION</b></p>	<p><b><u>Date:</u></b> 01 September 2021 at 11:00am</p> <p><b><u>Address:</u></b> Eldorado Park Civic Centre 4064 Link Road off Buckingham Eldorado Park Ext 5</p>

<b>RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:</b>	<a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a>
<b><u>SUBMISSION OF QUOTES:</u></b>	Forum I Block A, Braampark 33 Hoofd Street Braamfontein 2017 <b><i>Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted</i></b>
<b>ENQUIRIES:</b>	Moirá Bam - 071 853 4780 MoiráB@joburg.org.za

**QUOTATIONS ABOVE R30 000 WILL BE EVALUATED ON THE BASIS OF THE 80:20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT NUMBER 5 OF 2000) & JPC'S SUPPLY CHAIN MANAGEMENT POLICIES AND PROCEDURES.**

## **SCOPE OF WORK**

## **BOQ ATTACHED**

**All technical details to be confirmed on site.**

## CHECKLIST

SCM NO: RFQ 200/2021

**PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL COMPLIANCE DOCUMENTS HAVE BEEN ATTACHED TO YOUR QUOTATION.**

No	Details	√
1.	Certified Copy of Company Registration Document	
2.	Rates & Taxes Account for Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
3.	Rates and Taxes Account for All the Directors of the Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
4.	If the director does not own any property at least lease agreement or certified affidavit need to be provided	
5.	MBD 4: Declaration of Interest (Attached)	
6.	MBD 6.2: Local Content (Attached)	
7.	MBD 8: Declaration of bidders past supply chain management practices (attached)	
8.	MBD 9: Certificate of Independent Bid Determination. (Attached)	
9.	Certified Copy of BBBEE certificate or consolidated BBBEE certificates for joint ventures and consortiums. NB non-submission of BBBEE will result in a bid being awarded zero points for BBBEE.	
10.	Valid Tax Clearance Certificate or Pin number	
11.	Empowerment Plan and employment statistics (youth, women and people with disabilities)	
12.	All alterations must be signed.	
13.	Quotation is signed	
14.	UIF	
15.	Copies of ID's for the Directors or Members of the Entity	
16.	Copies of ID's for the employees of the Entity and employment contracts	
17.	Central Supplier Data Base registration (CSD)	
18.	Works Insurance and Public liability insurance	
19.	Affiliation / Registration with Professional bodies	

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

**PLEASE NOTE THAT NOT SUBMITTING DOCUMENTS REQUESTED UNDER PRE-QUALIFICATION AND DISQUALIFICATION CRITERIA WILL LEAD TO THE BID NOT BEING EVALUATED FURTHER / DISQUALIFIED.**

**NB: PLEASE NOTE THAT PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

## CONDITIONS

1. All goods or services purchased will be subject to JPC SCM Policy and Procedures. A copy of said conditions is available from the SCMU office.
2. All purchases will be made through an official order form. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful bidder.
3. To participate in JPC's Quotation process for the procurement of goods and/or services, vendors are advised to get accredited and registered on Central Supplier Database. Supplier registration forms are available from the Supply Chain Management Unit. JPC is dealing only with the registered and accredited suppliers on its Database.
4. All prices quoted must be exclusive of Value Added Tax (VAT). Suppliers who are not registered for VAT will be treated as Non VAT Vendors.
5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
6. All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
7. Quantities are given in good faith and without commitment to JPC. The JPC reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations prescribed in the SCM Policy.
8. **JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.**
9. **QUOTATIONS SUBMITTED THROUGH FAX/EMAIL WILL BE AUTOMATICALLY DISQUALIFIED.**

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

## **ADDITIONAL REQUIREMENTS**

### **DECLARATION**

I certify that the information supplied is correct and I have read and understood the JPC General Conditions and Policies and Procedures and accept same.

I further certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the quotation.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**SUPPLY CHAIN MANAGEMENT**  
**P.O. BOX 31565**  
**BRAAMFONTEIN**  
**2017**

**VAT. NO: 4010194266**

**BIDDER NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TEL:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

REQUEST FOR QUOTATION	
RFQ NUMBER	RFQ DATE
RFQ 200/2021	30 August 2021
CONTACT PERSON	
NAME:	Moirira Bam
TEL No:	Moirira Bam - 071 853 4780

**Submission Deadline:** \_\_\_\_\_

**Submission Time:** \_\_\_\_\_

**VALIDITY OF RFQ:**  
**60 DAYS**

**OFFICE USE ONLY:**  
**PRICE/S TO BE VAT EXCLUSIVE**

**Please deposit all quotation in the RFQ box as stipulated in the cover page**

Bids above R30 000-00 to a maximum of R50 000 000 will be evaluated on the basis of the 80:20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended.

**EVALUATION CRITERIA**

THE BIDS WILL BE EVALUATED ON PRICE AND BBBEE

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

Where

Ps = Points scored for comparative price of bid under consideration.

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

Points will be allocated as follows:

<b>Price</b>	<b>80</b>
<b>Points for B-BBEE (Max of 20):</b>	<b>20</b>
<b>B-BBEE status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

- **Certified Copy** of BBBEE certificate or **original** sworn affidavit by the director or **consolidated** BBBEE certificates for joint ventures and consortiums.
- NB non-submission of BBBEE certificate **will** result in a bidder allocated zero points for BBBEE.

## PRICE SCHEDULE

REQUEST FOR QUOTATION (RFQ) NUMBER: \_\_\_\_\_

**PLEASE NOTE:**

- **NO PRICE INCREASES WILL BE APPROVED AFTER SUBMISSION OF THE QUOTATION.**
- **PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

ITEM NO	DESCRIPTION	PRICE
1.	BOQ ATTACHED	
2		
3		
<b>SUB-TOTAL</b>		
<b>VAT</b>		
<b>TOTAL</b>		

**Conditions**

1. All prices quoted must be exclusive of Value Added Tax (VAT).
2. Prices quoted must include delivery charges and goods must be delivered to the address indicated.
3. All prices submitted must be firm. \* "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
4. Quantities are given in good faith and without commitment to the JPC.
5. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

**SIGNATURE:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

No.	Information	Please provide detail
3.1	Full name of bidder or his or her representative	
3.2	Identity number	
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )	
3.4	Company registration number	
3.5	Tax reference number	
3.6	VAT registration number	
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4</i>	

No.	Information	Please provide detail	
3.7	Are you presently in the service of the state?  If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organisation		
3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organisation		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		

No.	Information	Please provide detail	
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organisation		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		

No.	Information	Please provide detail
Note:	<p><b>SCM Regulations:</b></p> <p><b>"<sup>1</sup>In the service of the state" means to be –</b></p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p><b>"<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</b></p>	

**4. Full details of directors / trustees / members / shareholders**

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>



## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, wherein the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

Local content

$$LC = 1 - \frac{x}{y} \times 100$$

Where:

- x      imported content  
y      bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals:

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT).

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate (s) of exchange against the appropriate currency in the table below:

### Currency Rates of exchange

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID No. ....**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	

Local content % as calculated in terms of SATS 1286	
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If the bid is for more than one product, a schedule of the local content by product shall be Attached

- d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MBD 8**

**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1. Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**MBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**MBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Item No		Quantity	Rate	Amount
	<p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described</p> <p>The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (May 2005 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities</p> <p>Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"</p> <p>Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence</p>			
	Carried to Collection		R	
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries and General</p> <p><b>PROVISIONAL BILLS OF QUANTITIES</b></p> <p><b>JPC EL DARADO PARK CIVIC</b></p>			

**PREAMBLES FOR TRADES**

The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained

Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project

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

**GENERAL**

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "**F**", "**T**" or "**V**" as the case may be below such item, where "**F**" denotes a fixed amount (amount not to be varied), "**T**" denotes an amount variable in proportion to time and "**V**" denotes an amount variable in proportion to value

**SECTION A - PRINCIPAL BUILDING AGREEMENT****Definitions (A1)**

- 1 Definitions and interpretation (clause  
1)F:..... V:.....  
T:.....

Item

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

- 2 Offer acceptance and performance (clause  
2)F:..... V:.....  
T:.....

Item

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3	Documents (clause 3)F:..... V:..... T:.....	Item		
4	Design responsibility (clause 4)F:..... V:..... T:.....	Item		
5	Employer's agents (clause 5)F:..... V:..... T:.....	Item		
	<p>The principal agent shall:</p> <ul style="list-style-type: none"> <li>- monitor and control progress and scheduling</li> <li>- monitor all contract conditions, and</li> <li>- coordinate the efforts of the employer's agents, the contractor and subcontractors</li> </ul> <p>The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part</p> <p>The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process</p>			
6	Site representative (clause 6)F:..... V:..... T:.....	Item		
7	Compliance with regulations (clause 7)F:..... V:..... T:.....	Item		
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8	Works risk (clause 8)  F:..... V:..... T:.....	Item		
9	Indemnities (clause 9)F:..... V:..... T:.....	Item		
10	Works insurances (clause 10)  F:..... V:..... T:.....	Item		
11	Liability insurances (clause 11)F:..... V:..... T:.....	Item		
12	Effecting insurance (clause 12)F:..... V:..... T:.....	Item		
13	NO CLAUSE	N/A		
14	Security (clause 14)F:..... V:..... T:.....	Item		
<b><u>Execution (A15-A23)</u></b>				
15	Preparation for and execution of the works (clause 15)  F:..... V:..... T:.....	Item		
16	Access to the works (clause 16)F:..... V:..... T:.....	Item		
17	Contract instructions (clause 17)F:..... V:..... T:.....	Item		
18	Setting out of the works (clause 18)F:..... V:..... T:.....  The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments	Item		
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19	Assignment (clause 19)F:..... V:..... T:.....  The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer	Item		
20	Nominated subcontractors (clause 20)F:..... V:..... T:.....	Item		
21	Selected subcontractors (clause 21)F:..... V:..... T:.....  Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted  All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors	Item		
22	Employer's Direct Contractors (clause 22)  F:..... V:..... T:.....	Item		
23	Contractor's Domestic Sub-Contractors (Clause 23)  F:..... V:..... T:.....	Item		
<b><u>Completion (A24-A30)</u></b>				
24	Practical completion (clause 24)F:..... V:..... T:.....	Item		
25	Works completion (clause 25)F:..... V:..... T:.....	Item		
26	Final completion (clause 26)F:..... V:..... T:.....	Item		
27	Latent defects liability period (clause 27)F:..... V:..... T:.....	Item		
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28	Sectional completion (clause 28)F:..... V:..... T:.....	Item		
29	Revision of date of practical completion (clause 29)F:..... V:..... T:.....  The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)	Item		
30	Penalty for non-completion (clause 30)F:..... V:..... T:.....	Item		
<b><u>Payment (A31 - A35)</u></b>				
31	Interim payment to the contractor (clause 31)F:..... V:..... T:.....	Item		
32	Adjustment to the contract value (clause 32)F:..... V:..... T:.....  Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract 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 final certificate, it will be in writing	Item		
33	Recovery of expense and loss (clause 33)F:..... V:..... T:.....	Item		
34	Final account and final payment (clause 34)F:..... V:..... T:.....	Item		
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	<p>The employer shall not pay any interest on amounts payable to the contractor for one hundred and forty two (142) days after the date of issue of the certificate of practical completion</p> <p>The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor more than one hundred and forty two (142) days after the date of issue of the certificate of practical completion but only for such period as the settlement of the final account is delayed by the non-performance of the principal agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account</p>				
35	<p>Payment to other parties (clause 35)</p> <p>F:..... V:..... T:.....</p> <p><b><u>Cancellation (A36-A39)</u></b></p>	Item			
36	<p>Cancellation by employer - contractor's default (clause 36)F:..... V:..... T:.....</p>	Item			
37	<p>Cancellation by employer - loss and damage (clause 37)F:..... V:..... T:.....</p>	Item			
38	<p>Cancellation by contractor - employer's default (clause 38)F:..... V:..... T:.....</p>	Item			
39	<p>Cancellation - cessation of the works (clause 39)F:..... V:..... T:.....</p> <p><b><u>Dispute (A40)</u></b></p>	Item			
40	<p>Dispute Settlement (clause 40)</p> <p>F:..... V:..... T:.....</p>	Item			
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	<p><b><u>Substitute Provisions (A41)</u></b></p> <p>41 State clauses (Clause 41)</p> <p>F:..... V:..... T:.....</p> <p>Information necessary for the completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder</p> <p><b><u>THE SCHEDULE</u></b></p> <p>Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder</p> <p>42 Pre-tender information (clause 42)</p> <p>F:..... V:..... T:.....</p> <p><b><u>42.1 CONTRACTING AND OTHER PARTIES</u></b></p> <p>42.1.1 Employer:</p> <p>Postal address:</p> <p>Tel : Fax:</p> <p>Physical Address:</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries and General <b>PROVISIONAL BILLS OF QUANTITIES</b> <b>JPC EL DARADO PARK CIVIC</b></p>	Item		
		Item		R

42.1.2  
Principal Agent:

Postal Address:

Physical Address:

Tel  
Fax  
Email

42.1.3  
Quantity Surveyor:

Postal Address:

Physical Address:

Tel  
Fax  
Email

## **42.2 CONTRACT DETAILS**

### **42.2.1 Works Description:**

Alterations and Refurbishments to existing JPC  
Eldarado Park Civic

### **42.2.2 Site Description:**

The site is located in Steenbok, Nkomazi Local  
Municipality, Ehlanzeni District

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42.2.3 Work or installations by direct contractors:

N/A

42.2.4 This agreement is for a government contract where there are specific options that are applicable to a **State** organ only

Yes

42.2.5 Date on which possession of the site is intended to be given:

T.B.A

42.2.6 Period for the commencement of the works after the contractor takes possession of the site

1 working days

42.2.7 For the works **as a whole**. Intended date of practical completion and the penalty per calendar day

10 months after contractual commencement date Date

Penalty Amount  
is 4c Per R100 of the Contract Amount per day

42.2.8 For the works in **sections**: Intended date of practical completion and the penalty per calendar day

**Section 1**

N/A ..... Date

N/A ..... Penalty Amount

42.2.9 The law applicable to this **agreement** shall be that of

South Africa (country)

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**42.3 INSURANCES**

42.3.1 Contract works insurance to be effected by:

*Contractor:*

*For the Sum of R Contract Sum + 20%*

*With a deductible of - to be determined by the contractor*

42.3.2 Supplementary insurance is required

*No*

42.3.3 Public liability insurance to be effected by:

*Contractor:*

*For the Sum of R2,000,000.00*

*With a deductible of - to be determined by the contractor*

**42.4 DOCUMENTS**

42.4.1 Waivers of **contractors lien** or right of continuing possession is required

*Yes*

42.4.2 Number of construction document copies to be supplied to the **contractor** free of charge:

*3 Number of*

42.4.3 **Bills of Quantities/Lump sum document** schedule of rates drawn up in accordance with:

*"Standard System of Measuring Builders' Work"*

42.4.4 On acceptance of the tender the bills of quantities/lump sum document is to be submitted within **working days**

***The priced bills of quantities must be handed in with the tender***

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42.4.5 JBCC Engineering General Conditions are to be included in the **contract documents**:

No

42.4.6 The contract value is to be adjusted using escalation adjustment indices

N/A

Where **JBCC CPAP** is to be used

Base Month

42.4.7 Details of changes made to the provision of JBCC standard documentation:

The base month for escalation will be as stated in this document.

## **SECTION B: PRELIMINARIES**

### **Definitions and interpretation (B1)**

43 Definition and interpretation (B1.1 - B1.4.6)

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

Item

### **Documents (B2)**

44 Checking of documents (B2.1)F:.....  
V:..... T:.....

Item

45 Provisional bills of quantities (B2.2)F:.....  
V:..... T:.....

N/A

46 Availability of construction documentation (B2.3)

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

Item

47 Interests of agents (B2.4)F:.....  
V:..... T:.....

Item

48 Priced documents (B2.5)F:.....  
V:..... T:.....

Item

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49	Tender submission (B2.6)F:..... V:..... T:.....	Item		
	<b><u>The site (B3)</u></b>			
50	Defined works area (B3.1)F:..... V:..... T:.....	Item		
51	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item		
52	Inspection of the site (B3.3)F:..... V:..... T:.....	Item		
	Existing premises occupied (B3.4)F:..... V:..... T:.....			
	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....			
	Previous work - defects (B3.6)F:..... V:..... T:.....			
53	Services - known (B3.7)F:..... V:..... T:.....	Item		
54	Services - unknown (B3.8)F:..... V:..... T:.....	Item		
55	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item		
56	Articles of value (B3.10)F:..... V:..... T:.....	Item		
57	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item		
	<b><u>Management of contract (B4)</u></b>			
58	Management of the works (B4.1)  F:..... V:..... T: .....	Item		
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59	Programme for the works (B4.2) F:..... V:..... T:.....	Item		
60	Progress meetings (B4.3)F:..... V:..... T:.....	Item		
61	Technical meetings (B4.4)F:..... V:..... T:.....	Item		
62	Labour and Plant records (B4.5) F:..... V:..... T:.....	Item		
	<b><u>Samples, Shop Drawings and Manufacturer's Instructions (B5)</u></b>			
63	Samples of materials (B5.1)F:..... V:..... T:.....	Item		
64	Workmanship samples (B5.2)F:..... V:..... T:.....	Item		
65	Shop drawings (B5.3) F:..... V:..... T:.....	Item		
66	Compliance with Manufacturer's Instructions (B5.4) F:..... V:..... T:.....	Item		
	<b><u>Temporary works and plant (B6)</u></b>			
67	Deposits and fees (B6.1)F:..... V:..... T:.....	Item		
68	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item		
69	Advertising (B6.3)F:..... V:..... T:.....	Item		
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70	Plant, equipment, sheds and offices (B6.4)			
	F: ..... V: ..... T: .....	Item		
71	Main notice board (B6.5)F:..... V:..... T:.....	Item		
72	Subcontractors' notice board (B6.6)			
	F:..... V:..... T:.....	Item		
	<b><u>Temporary services (B7)</u></b>			
73	Location (B7.1)F:..... V:..... T:.....	Item		
74	Water (B7.2)			
	<b>Option [A] shall apply</b>			
	F:..... V:..... T:.....	Item		
75	Electricity (B7.3)			
	<b>Option [A] shall apply</b>			
	F:..... V:..... T:.....	Item		
76	Telecommunication facilities (B7.4)			
	F:..... V:..... T:.....	Item		
77	Ablution facilities (B7.5)			
	<b>Option [A] shall apply</b>			
	F:..... V:..... T:.....	Item		
	<b><u>Prime cost amounts (B8)</u></b>			
78	Responsibility for prime cost amounts (B8.1)F:..... V:..... T:.....	Item		
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<b><u>Attendance on N/S Subcontractors (B9)</u></b>				
79	General attendance (B9.1)F:..... V:..... T:.....	Item		
80	Special attendance (B9.2)F:..... V:..... T:.....	Item		
81	Commissioning - Fuel, water and power (B9.3)F:..... V:..... T:.....	Item		
<b><u>Financial aspects (B10)</u></b>				
	Statutory taxes, duties and levies (B10.1)F:..... V:..... T:.....	Item		
82	Payment of preliminaries (B10.2) <b>Option [B] shall apply</b>  F:..... V:..... T:.....	Item		
83	Adjustment of preliminaries (B10.3) <b>Option [A] shall apply</b>  F:..... V:..... T:.....	Item		
84	Payment certificate cash flow (B10.4)F:..... V:..... T:.....	Item		
<b><u>General (B11)</u></b>				
85	Protection of works (B11.1)F:..... V:..... T:.....	Item		
86	Protection/isolation of existing/sectionally occupied works (B11.2)F:..... V:..... T:.....	N/A		
87	Security of the Works (B11.3)  F:..... V:..... T:.....	Item		
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88	Notice before covering work (B11.4)F:..... V:..... T:.....	Item		
89	Disturbance (B11.5) F:..... V:..... T:.....	Item		
90	Environmental Disturbance (B11.6) F:..... V:..... T:.....	Item		
91	Works cleaning and clearing (B11.7) F:..... V:..... T:.....	Item		
92	Vermin (B11.8) F:..... V:..... T:.....	Item		
93	Overhand work (B11.9) F:..... V:..... T:.....	Item		
94	Instruction manuals and guarantees (B11.10) F:..... V:..... T:.....	Item		
95	As built information (B11.11) F:..... V:..... T:.....	Item		
96	Tenant Installations (B11.12) F:..... V:..... T:.....	Item		
<b><u>Schedule of variables (B12)</u></b>				
97	Pre-tender information (B12.1)F:..... V:..... T:.....	Item		
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12.1.1 Provisional bills of quantities (B2.2)  
The quantities are provisional: *No*

12.1.2 Availability of construction documentation (B2.3)  
Construction documentation is not complete *No*

12.1.3 Interest of agents (B2.4)

12.1.4 Defined works area (B3.1)

12.1.5 Geotechnical investigation (B3.2)

N/A

12.1.6 Existing premises occupied (B3.4)  
Yes

12.1.7 Previous work - dimensional accuracy (B3.4)

12.1.8 Previous work - defects (B3.5)

12.1.9 Services - known (B3.7)

12.1.10 Protection of trees (B3.9)

All trees should be protected and only on instruction of the Principal Agent may any trees be removed

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12.1.11 Inspection of adjoining properties  
(B3.11)

12.1.12 Enclosure of the works (B6.2)

12.1.13 Offices (B6.4.3)

An office for the clerk of works should be provided

12.1.14 Main notice board (B6.5)

No

12.1.15 Subcontractors notice board (B6.6)  
A notice board is required

No

12.1.16 Water (B7.2)  
Alternative Selected: A

12.1.17 Electricity (B7.3)  
Alternative selected: A

12.1.18 Telecommunications (B7.4)

12.1.19 Ablution facilities (B7.5)  
Alternative selected: A

12.1.20 Protection of existing/sectionally occupied works  
(B11.2)

12.1.21 Special attendance (B9.2)

Subcontractor (1) details:

N/A

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<p>12.1.22 Protection of the works (B11.1)</p> <p>N/A</p> <p>12.1.23 Disturbance (B11.5)</p> <p>N/A</p> <p>12.1.24 Environmental Disturbance (B11.6)</p> <p>N/A</p> <p><b><u>Post tender information (B12.2)</u></b></p> <p>12.2.1 Payment of preliminaries Alternative selected: A</p> <p>12.2.2 Adjustment of preliminaries Alternative selected: A</p> <p>12.2.3 Additional agreed preliminaries items N/A</p> <p><b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b></p> <p>Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included</p> <p>98 Black economic empowerment and training</p> <p>F:..... V:..... T:.....</p> <p>99 Proprietary branded products</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries and General <b>PROVISIONAL BILLS OF QUANTITIES</b> <b>JPC EL DARADO PARK CIVIC</b></p>	<p>Item</p> <p>Item</p>	<p>R</p>	
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	<p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative</p>			
100	<p>Contract instructions</p> <p>F:..... V:..... T:.....</p> <p>Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor</p>	Item		
101	<p>Labour record</p> <p>F:..... V:..... T:.....</p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week</p>	Item		
102	<p>Plant record</p> <p>F:..... V:..... T:.....</p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week</p>	Item		
103	<p>Guarantees</p> <p>F:..... V:..... T:.....</p>	Item		
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	<p>Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement</p>				
104	<p>Overtime</p> <p>F:..... V:..... T:.....</p> <p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer</p>	Item			
105	<p>Co-operation of contractor for cost management</p> <p>F:..... V:..... T:.....</p>	Item			
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106	<p>It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants 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. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors</p> <p>Occupational Health and Safety Specification</p> <p>F:..... V:..... T: .....</p> <p>Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained</p>	Item		
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Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 1</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.</p> <p><b><u>GENERAL NOTES</u></b></p> <p>Tenderers are advised to inspect the drawings issued with this enquiry and to satisfy themselves as to the nature and requirements of the contract. No extras will be allowed due to the Contractor's failure in this respect</p> <p>Tenderers are advised to discuss their programme with the Principal Agent to ensure that no delays occur.</p> <p>Tenderers will be required to have sufficient teams on site, at all times, as to ensure that the programme dates are met. Tenderers are to allow for this in their tenders as no claim for additional teams or workmen will be entertained at a later stage.</p> <p>Site Visit</p> <p>Tenderers are advised to visit the site and acquaint themselves fully as to the conditions on site as no claims in this regard will be entertained.</p> <p>Tenderers are advised to discuss site security, access to the works, sequence of the work, programme, etc. with the Principal Agent.</p> <p><b>CREDITS</b></p> <p>Rates in these bills are to include for credit arising from materials to be demolished</p>			
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**GENERAL NOTES TO DEMOLITIONS AND ALTERATIONS**

Before starting work, the Contractor shall carry out a thorough survey and examination of building or structures to be demolished. The Contractor is to locate and mark the positions of existing services affected by the demolition work.

The Contractor is to provide all necessary dust or waterproof screens, tarpaulins, barriers, etc., to render the existing building other than the sections being altered, entirely dustproof and weatherproof for the protection of the occupants to the satisfaction of the Principal Agent and remove when directed.

Screens or barriers specifically required by the Principal Agent have been separately measured and only screens or barriers instructed in writing by the Principal Agent will be paid for on a measured basis.

The Contractor is to provide suitable and substantial timber for and execute all needlings, shoring or strutting, screens, scaffolds, etc., necessary to ensure the stability of the structure and all works during the breaking down, alterations or building up on the Works.

**REMOVAL OF EXISTING WORK****Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.:**

1	Carpet floor tile covering including preparing screed for new covering	m2	196
2	Suspended vinyl lay-in ceiling tiles (hangers, grids, etc to be left untouched)	m2	112
3	Drywall partition 2450mm high	m	4
4	Power skirting	m	47

**Take out and remove joinery fittings, etc:**

5	Timber counter 2170 x 940 x 1000mm high including formica top	No	1
6	Timber shelving 2000 x 2300mm high	No	1

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**PROVISIONAL BILLS OF QUANTITIES  
JPC EL DARADO PARK CIVIC**

<b><u>Taking out and removing doors, windows, etc. including thresholds, sills, etc. and setting aside for re-use</u></b>				
7	Timber single door including fanlight and frame not exceeding 2,5m2 from partitioning	No	1	
<b><u>Take out and remove doors, windows, etc. including thresholds, sills, etc.</u></b>				
8	Aluminium window exceeding 1.0m2 but not exceeding 2.0m2 bolted to partition wall	No	1	
<b><u>Take out and remove sundry metalwork and setting aside for re-use</u></b>				
9	Steel trellidor burglar proofing exceeding 1.0m2 but not exceeding 2.0m2 bolted to partition wall	No	1	
<b><u>Cutting through floors, ceilings and walls</u></b>				
10	Carefully cut through existing partition wall for a door 813 x 2013mm and install aluminium frame (new door elsewhere)	No	1	
<b><u>Refixing of existing doors, windows, etc. (removal and setting-aside elsewhere)</u></b>				
11	Setting up and building in timber door frame 813 x 2032mm high in partitioning, including fanlight 813 x 305mm, rehang single door including existing lockset.	No	1	
12	Setting up and building in steel trellidor burglar proofing exceeding 1.0m2 but not exceeding 2.0m2 bolted to partition wall	No	1	
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Alterations and Refurbishments - Provisional

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Alterations

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	<p><b><u>BILL NO. 2</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Particle board:</u></b></p> <p>Particle board shall comply with the following specifications:</p> <p>a) SABS 1300 Particle board: exterior and flooring type</p> <p>b) SABS 1301 Particle board: interior type</p> <p><b><u>Joinery:</u></b></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><b><u>Fixing</u></b></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p><b><u>Decorative laminate finish:</u></b></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p>			
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**FITTINGS****General**

The following cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc (refer Architect's drawings as attached to the back of these Bills of Quantities)

**Service counters**

1	Service counter unit 2170 x 940 x 1010mm high to match existing	No	1
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Bill No. 2

Carpentry and Joinery

**PROVISIONAL BILLS OF QUANTITIES****JPC EL DARADO PARK CIVIC**

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Carpentry and Joinery

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Carpentry and Joinery

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JPC EL DARADO PARK CIVIC**

Item No		Quantity	Rate	Amount
	<p><b><u>BILL NO. 3</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Protection</p> <p>The Contractor will be required to protect his work during the course of construction, which protection shall be adequate for the purpose to the full approval of the Principal Agent. Such protection shall only be removed after written instruction from the Principal Agent. (Tenderer's attention is drawn to the relevant clauses in the Conditions of Contract).</p> <p>Fixing</p> <p>Tenderer's are to take special note of all fixing details of all ceilings, bulkheads and partitioning, and must allow in their prices for properly securing the same as necessary, at floor, jambs and headrails at ceiling and bulkhead level and to the underside of the concrete slab. NO STRUCTURAL STEELWORK SUPPORT FOR CEILINGS, BULKHEADS AND PARTITIONING HAS BEEN PROVIDED AND TENDERER'S MUST PROVIDE SAME IN THEIR PRICE. This fixing is to be adequately spaced and securely fixed as no sagging causing improper functioning will be accepted.</p> <p>Cleaning</p> <p>The works must be properly cleaned down on completion (Refer to the relevant Conditions of Contract).</p> <p>General Prices</p> <p>The tenderer's MUST include in his rate for all subgrids,</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 2 Bill No. 3 Ceilings, Partitions and Access Flooring <b>PROVISIONAL BILLS OF QUANTITIES</b> <b>JPC EL DARADO PARK CIVIC</b></p>			
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where necessary, hanging straps, etc., and for executing the installation in conjunction with other services, etc., as no claim for co-ordination will be entertained at a later stage. Prices to include for all small holes for wires of surface mounted light fittings. Unless otherwise stated, all grid systems shall be of double web design with prepainted off white finished galvanised mild steel tees with a one hour fire stability rating.

**Descriptions:**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere

**SUSPENDED CEILINGS**

**Approved vinyl faced lay-in tee ceiling tiles size 600 x 1200mm laid on pre-painted aluminium capped exposed tee suspension system including galvanised main tees, cross tees, hold-down clips, wedges, etc., all suspended with galvanised 19mm straps at not exceeding 1200mm centres strictly in accordance with the manufacturers instructions:**

1	Horizontal ceiling suspended exceeding 1,0m below and including SAP timber joists at 600mm centres in both directions size 150 x 38mm	m2	112
2	Extra on ceiling for forming opening for recessed light fittings size 600 x 1200mm and fix securely in position including all necessary trims, additional hangers, etc.	No	20

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Ceilings, Partitions and Access Flooring

**PROVISIONAL BILLS OF QUANTITIES**

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3	Supply only to site boxes of ceiling tiles as attic stock (supply price of tiles to be included)	No	2		
	<b><u>PARTITIONS, ETC</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	General				
	Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given. All joints between track, ceiling, floor and wall abutments must be sealed per BPB instructions to achieve acoustic performance. 'BPB Gypsum Rhinoboard Drywall' partitioning shall comprise 'Donn Ultrasteel' galvanized steel top and bottom tracks and 'Donn Ultrasteel' vertical studs at maximum 600mm centres, friction fitted or popriveted to top and bottom tracks and covered as described with Rhinoboard as described, screwed to studding with 'Drywall' screws at maximum 220mm centres. Boards are to have staggered butt joints and the joints are to be finished with 48mm wide 'Fibatape' and two coats of 'Rhinoglide' jointing compound applied in strict accordance with manufacturer's instructions. All screw heads are to be spotted and all areas of jointing compound receive a coat of plaster primer before finishing. Wall paper/paint/tiling finish to drywall partitioning elsewhere measured. Prices for partitions to include for 100mm high aluminium skirtings on both sides of the partitions.				
	Drywall partition steel stud partitioning with Wallboard" on both sides with skirting Secret Fixed all in accordance with the manufacturers specification.				
4	Partitioning 2,45m high with bottom track plugged and top track fixed to suspended ceiling tees.	m	2		
	Extra over drywall partition for anodised aluminium framed windows				
5	Sliding window size 900 x 1 000mm glazed with 4mm clear float glass and cut circular opening for speak through.	No	1		
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	<u>Doors</u>				
6	Extra over Drywall partition for semi-solid core door size 813 x 2032mm high with 3No hinges and additional studding, trimming, etc.	No	1		
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Ceilings, Partitions and Access Flooring

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**"Belgotex Berber Point 920 Commercial Nexus, Westminster" colour tucky 500 x 500mm carpet tiles laid in accordance with SABS0186-2000 fitting code of practice**

1	On floors	m2	59
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**COVER AND SEALING STRIPS**

2	Anodised aluminium cover strip fixed over edge of carpeting and other floor finishes	m	7
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Bill No. 4

Floor Coverings, Plastic Linings, etc

**PROVISIONAL BILLS OF QUANTITIES**

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Floor Coverings, Plastic Linings, etc

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Bill No. 4

Floor Coverings, Plastic Linings, etc

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	<b><u>BILL NO. 5</u></b>			
	<b><u>IRONMONGERY</u></b>			
	The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Finishes to ironmongery</u></b>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:			
	BS Satin bronze lacquered			
	CH Chromium plated			
	SC Satin chromium plated			
	SE Silver enamelled			
	GE Grey enamelled			
	AS Anodised silver			
	AB Anodised bronze			
	AG Anodised gold			
	ABL Anodised black			
	PB Polished brass			
	PL Polished and lacquered			
	PT Epoxy coated			
	SD Sanded			
	NP Nickle plated			
	<b><u>LOCKS</u></b>			
	<b><u>"Union" or other approved type</u></b>			
1	Four lever lockset with striking plate and rebate conversion set fixed to metal and handles with chrome plated finish	No	1	
2	Slam lock	No	1	
	<b><u>LETTERS, NAME PLATES, ETC</u></b>			
	<b><u>Approved 150 x 150 x 3mm thick PVC standard safety signage:</u></b>			
3	"Fire Extinguisher" sign plugged	No	2	
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4	"Arrow" sign plugged	No	4		
5	"Exit" sign plugged	No	2		
<b><u>WRITING BOARDS, PINNING BOARDS, ETC</u></b>					
6	"Vitrex" tops carpet, felt or cork pinning boards 1200 x 2400mm mounted to the wall	No	1		
7	Vitrex system 1000 white writing board, size 1140 x 1800mm mounted to the wall	No	1		
<b><u>BLINDS</u></b>					
<b><u>35mm Aluminium Venetian horizontal blinds</u></b>					
8	Blind for window size 1 830 x 1 140mm high	No	8		
9	Blind for window size 1 730 x 1 140mm high	No	1		
10	Blind for window size 2 310 x 1 140mm high	No	1		
11	Blind for window size 2 370 x 1 140mm high	No	1		
12	Blind for window size 930 x 1 140mm high	No	1		
13	Blind for window size 1 620 x 1 140mm high	No	1		
14	Blind for window size 2 330 x 1 140mm high	No	1		
15	Blind for window size 1 430 x 1 140mm high	No	1		
16	Blind for window size 1 650 x 1 140mm high	No	1		
17	Blind for window size 2 420 x 1 140mm high	No	1		
18	Blind for window size 1 100 x 1 180mm high	No	1		
				R	
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Ironmongery

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Bill No. 5

Ironmongery

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	<b><u>BILL NO. 6</u></b>			
	<b><u>METALWORK</u></b>			
	The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Descriptions</u></b>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	<b><u>GALVANISED STEEL GATES, SCREENS, ETC.</u></b>			
	<u>Galvanised steel gates</u>			
1	Purpose made steel gate size 1500 x 2820mm high, fitted with electrical operated lock with undercounter press open button installed.	No	1	
2	Lockable cage for airconditioners size 1000 x 1000 x 500mm	No	6	
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	<b><u>BILL NO. 8</u></b>			
	<b><u>TILING</u></b>			
	The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding.			
	<b><u>FLOOR TILING</u></b>			
	<b><u>350 x 350 x 8mm Non-slip ceramic tiles (PC Amount R150.00/m2) fixed with adhesive to bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound</u></b>			
1	On floors and landings	m2	138	
2	Supply and deliver attic stock to site	m2	20	
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	Tiling			
	<b>PROVISIONAL BILLS OF QUANTITIES</b>			
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<p><u>The rates include for splices, joining, drilling, etc</u></p> <p><u>Power skirting complete with cover surface, end caps, bends, etc. mounted to brickwork or concrete.</u></p>				
<p>6 Two compartment</p>	<p>m</p>	<p>53</p>		
<p>Carried to Collection</p> <p>Section No. 2 Bill No. 10 Electrical Works <b>PROVISIONAL BILLS OF QUANTITIES</b> <b>JPC EL DARADO PARK CIVIC</b></p>				

R

Section No. 2

Alterations and Refurbishments - Provisional

Bill No. 10

Electrical Works

**COLLECTION**

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Section No. 2

Bill No. 10

Electrical Works

**PROVISIONAL BILLS OF QUANTITIES  
JPC EL DARADO PARK CIVIC**

Item No		Quantity	Rate	Amount
	<p><b><u>BILL NO. 11</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><b><u>Previously painted plastered surfaces</u></b></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><b><u>Previously painted metal surfaces</u></b></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><b><u>Previously painted wood surfaces</u></b></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with a suitable filler and finished smooth</p> <p><b><u>Paint Specifications</u></b></p> <p>All painting shall be done in accordance with "Manufacture's" specifications unless otherwise described</p> <p><b><u>Colours</u></b></p> <p>Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091</p> <p><b><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u></b></p>			
	Carried to Collection		R	
	<p>Section No. 2</p> <p>Bill No. 11</p> <p>Painting</p> <p><b>PROVISIONAL BILLS OF QUANTITIES</b></p> <p><b>JPC EL DARADO PARK CIVIC</b></p>			

**ON FLOATED PLASTER****One coat plascon merit primer and two coats plascon double velvet emulsion paint**

1	On internal walls	m2	340
2	On narrow widths	m2	12

**One coat Plaster Primer and two coats Plascon super acrylic PVA**

3	On concrete soffits	m2	84
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**ON METAL****One Coat Plascon Universal Undercoat And Two Coats Plascon Non-Drip Enamel**

4	On door frames	m2	1
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**ON WOOD****Clear varnish**

5	On doors	m2	25
6	On skirtings	m	99
7	On timber door frames	m2	3

**Carried to Collection****R**

Section No. 2

Bill No. 11

Painting

**PROVISIONAL BILLS OF QUANTITIES  
JPC EL DARADO PARK CIVIC**

Section No. 2

Alterations and Refurbishments - Provisional

Bill No. 11

Painting

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Section No. 2

Bill No. 11

Painting

**PROVISIONAL BILLS OF QUANTITIES  
JPC EL DARADO PARK CIVIC**

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Section No	FINAL SUMMARY	Page No	Amount
1	Preliminaries and General	25	
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	Sub Total		R
	Contigencies		R
	Sub Total		R
	ADD: Value added Tax at 15%		R
	Carried to Form of Tender		R
	PROVISIONAL BILLS OF QUANTITIES JPC EL DARADO PARK CIVIC		