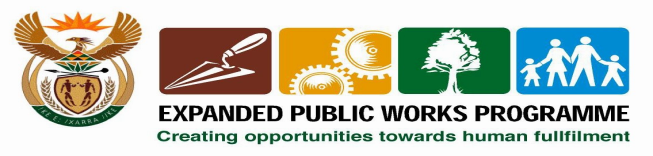
BA-PHALABORWA LOCAL MUNICIPALITY



**CONTRACT NO. 14/24/25**

**REFURBISHMENT OF NAMAKGALE STADIUM**

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| **C2.1 PRICING INSTRUCTIONS** |

**1. GENERAL**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor’s rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work. The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data. The Bidder’s obligations in pricing the Bidder offer and the Employer’s undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

**2. DOCUMENTS MUTUALLY EXPLANATORY**

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

**3. DEFINITIONS**

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

Quantity : The number of units of work for each item.

Rate : The payment per unit of measurement at which the Contractor Contracts to do the work.

Amount : The product of the quantity and the rate Bid item.

Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity for an off work of which is not measured in any units.

**4. DESCRIPTIONS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

**5. REFERENCES**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under “Reference clause” in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

**6. UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

% = per cent

H = hour

Ha = hectare

kg = kilogram

kl = kilolitre

km = kilometre

km-pass = kilometre-pass

kW = kilowatt

l = litre

m = metre

mm = millimetre

MN = meganewton

MN-m = meganewton-metre

MPa = megapascal

m² = square metre

m³ = cubic metre

m³-km = cubic metre-kilometre

m²-pass = square metre-pass

no = number

PC sum = Prime Cost sum

Prov Sum = Provisional Sum

sum = lump sum

t = ton (1 000 kg)

**7. NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and

no allowance is made for off-cuts and waste.

**8. QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities. The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

**9. CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

**10. VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

**11. RATES AND PRICES**

11.1 General

a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

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

c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

**11.2 “Rate only” items**

The Contractor shall fill in a rate (in the rate column) against all items where thewords "rate only" appear in the Amount column, which rate will constitutepayment for work which may be done in terms of this item. Such "rate-only"items are used where it is estimated that little or no work will be required underthe item or where the item is to be considered as an alternative to another itemfor which a quantity is given.

**11.3 Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate. If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bidder offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder’s addition of prices, such error will be corrected by the Employer in determining the Contract Price.

**11.4 Labour Intensive work**

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only.

The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters ‘LI’ are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

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

**12. VARIATION IN TEXT**

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.