



**LIMPOPO**

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**BID NUMBER: LDPWRI- B/20385**

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND  
MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE  
CRECHE , RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND  
MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT**

**For the**

**DEPARTMENT OF EDUCATION,  
LIMPOPO PROVINCE**

**THROUGH THE FRAMEWORK CONTRACT CATEGORY C  
(3GB AND ABOVE)**

**Issued by:**

Limpopo Department of Public Works, Roads and Infrastructure  
Works Towers Building  
43 Church Street  
Polokwane  
0700

**Contact Person: General Queries**

Name : Mr NJ Motsopye,  
Tel No. 015 284 7126  
Email : [motsopyen@dpw.limpopo.gov.za](mailto:motsopyen@dpw.limpopo.gov.za)

**Contact Person: Technical Queries**

Name : Mr. MJ Masiya  
Tel No. 015 284 7257  
Email : [Cngita@gmail.com](mailto:Cngita@gmail.com)

**Name of the Bidder:.....**



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APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE,  
MARIBE CRECHE,  
RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT.  
CONTRACT No. LDPWRI-B/20385



# PART T1: TENDERING PROCEDURE

## T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers from contractors appointed on the framework agreement on category C **APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE CRECHE, RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT.**

for a period of 3 months. It is estimated that tenderers must have a CIDB contractor grading designation of **3GB** or higher.

The conditions of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts **Gazette Notice No. 36190 of 25 February 2013** will be applicable on this project

|  |   |                             |
|--|---|-----------------------------|
| <b>Project Name</b>  | <b>APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE CRECHE, RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT. for a period of 3 months.</b>  |                             |
| <b>Tender Number</b>   | LDPWRI- B/20385   |                             |
| <b>Tender documents availability</b>   | Limpopo Department of Public Works, Roads and Infrastructure website  |                             |
| <b>Address for submission of tenders</b>   | DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.<br>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.  |                             |
| <b>Closing date of the tender</b>  | <b>As per Tender invite</b>   |                             |
| <b>Closing time of the tender</b>  | <b>As per Tender invite</b>   |                             |
| <b>Compulsory briefing meeting</b> ( <i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i> ) | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |                             |
|  | Meeting venue   | <b>As per Tender invite</b> |
|  | Date  | <b>As per Tender invite</b> |
|  | Time:   | <b>As per Tender invite</b> |
| <b>Evaluation criteria</b>   | <ol style="list-style-type: none"> <li>1. Compliance with mandatory or compulsory requirements</li> <li>2. Risk assessment on current projects</li> <li>3. Price</li> <li>4. Preference</li> </ol>  |                             |
| <b>Mandatory or Compulsory Requirements</b> ( <i>failure to submit or comply with these requirements will lead to automatic disqualification</i> )   | Only tenderers who are appointed on category A registered with the Construction Industry Development Board (CIDB) with designation of <b>3 GB</b> or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated |                             |
|  | Completed and signed Form of Offer  |                             |

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE,  
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## T1.2 Tender Data

| Clause number | Tender Data  |
|---------------|--|
|               | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice <b>No. 36190 of 25 February 2013</b>. In this case, contractor shall provide a <b>minimum Contract Participation Goal (CPG) of 5%</b> of the total project value and develop targeted enterprises stated under C3 of this document.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p> |
| C.1.1         | The Employer is the Department of Public Works, Roads and Infrastructure   |
| C.1.2         | <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b><br/>                     T1.1 Tender notice and invitation to tender<br/>                     T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b><br/>                     T2.1 List of returnable documents<br/>                     T2.2 Returnable schedules</p> <p><b>The Contract Part C1: Agreements and contract data</b><br/>                     C1.1 Form of offer and acceptance<br/>                     C1.2 Contract data<br/>                     C1.3 Joint Venture Agreement (If Applicable)</p> <p><b>The Contract Part C2: Pricing data</b><br/>                     C2.1 Pricing instructions<br/>                     C2.2 Bills of Quantities</p> <p><b>Part 3: Scope of work</b><br/>                     C3.1 Special Notes to Bidders</p>   |

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE CRECHE, RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT.  
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|          |   |
|----------|---|
| C.1.4    | <p>All communications related to this bid should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p> |
| C.1.5    | The employer reserve to cancel the tender prior to the award of the tender.   |
| C1.6.2   | A competitive negotiation procedure will not be followed.   |
| C1.6.3   | A two-stage system will not be followed.  |
| C.2.1    | <p><b>Eligibility in respect of CIDB grading</b></p> <p>Only tenderers who are appointed on framework agreement category A and registered with the Construction Industry Development Board (CIDB) with designation of <b>3GB</b> or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p>      |
| C2.2     | <p><b>Cost of tendering</b></p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p>   |
| C.2.7    | <p><b>Compulsory site briefing</b></p> <p>A compulsory briefing meeting will be held <b>as per Tender invite</b></p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list.</p>   |
| C.2.11   | <p><b>Alterations to the documents</b></p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>   |
| C.2.12   | <p><b>Alternative tender offer</b></p> <p>No alternative tender offer is permitted in this tender.</p>  |
| C.2.13.2 | <p><b>Replace sub-clause C.2.13.2 with the following;</b><br/>Return all returnable documents to the employer after completing them in their entirety by writing in <b>non-erasable black ink</b></p>   |
| C.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original  |
| C.2.13.4 | The tender shall be signed by a person duly authorized to do so.  |

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|          |   |
|----------|---|
| C.2.13.5 | <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS &amp; INFRASTRUCTURE.</b><br/> <b>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699</b><br/> <b>Identification details:</b> Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>   |
| C.2.15.1 | <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>   |
| C.2.16.1 | <p>The tender offer validity period is <b>12 weeks or 90 days.</b></p>  |
| C.2.16.2 | <p>The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer-evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>   |
| C.3.1    | <p>The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> <li>- Persons who had no franchise in national elections prior to 1983 and 1993</li> <li>- Promotion of women owned enterprises</li> <li>- Disabled persons</li> <li>- Promotion of SMMEs</li> <li>- Enterprise located in Limpopo Province</li> <li>- Promotion of youth</li> <li>- South African owned enterprises</li> </ul> |
|          | <p><b><i>CIDB Grading Certificate</i></b></p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p><b><i>Letter of Good Standing</i></b></p> <p>Tender are required to submit, bound with the tender submission, a letter of good from the Compensation commissioner indicating that the bidder is in good standing.</p>   |
| C3.2     | <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>  |
| C.3.2.1  | <p>Tenders will <b>not</b> be opened immediately after the closing time for tenders.</p>  |



C.3.2.2

The tenderers will be evaluated in four stages

- (i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1
- (ii) Stage 2: Risk assessment on current projects
- (iii) Stage 3: Price
- (iv) Stage 4: Preference

The technical capacity (functionality) of the contractors will not be evaluated any further during evaluation of the RFQ. However, the contractors will be required to declare the status of their key staff and any administrative compliance. In cases where there are changes in the key staff, the contractor should provide CVs and qualifications of the new staff to LDPWR&I. The new staff should have similar skills, qualifications and experience as the staff submitted during tender. Similarly, the contractors will be expected to provide an update on any changes in their administrative compliances – and should submit the required SBD document in such cases.

The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.

The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.<sup>1</sup>

- a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.
- b) Stage 2: Risk assessment on current projects

The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.

**Stage 3 and 4:**

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points ( $T_{EV}$ ) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

- a)  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$$

Where:

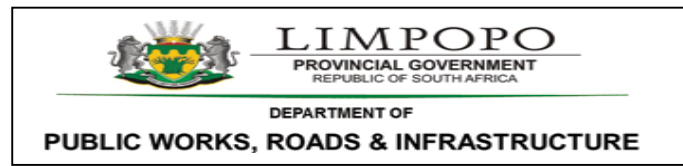
A is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the bid under consideration

$P_m$  is the lowest Comparative bid price

$P_o$  is the comparative price under consideration

- b)  $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18



## **PART T2: RETURNABLE DOCUMENTS**



## **T2.1 : LIST OF RETURNABLE DOCUMENTS**

The following documents will form part of the documents submitted to the Contractors as part of the Request for Proposals:

- 2.1 Fully completed Form of Offer
- 2.2 Bills of Quantities- P's and G's are to have a summarized lump sum total, the BOQ to be filled in full
- 2.3 Record of Addenda to tender documents (if applicable)
- 2.4 Proposed amendments and qualifications (if applicable)
- 2.5 Proof of specific goal for award of the preference points as determined on the Request for Proposal.
- 2.6 SBD 1
- 2.7 SBD 6.1
- 2.8 Declaration on the status of Administration compliance.
- 2.9 CIDB grading certificate
- 2.10 CSD Report
- 2.11 Tax clearance certificate
- 2.12 Declaration of current projects

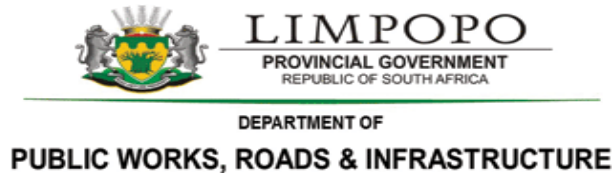
The following will render the bidder's proposal not responsive and will not be considered:

- I. Failure by the service provider to submit or complete item 2.1, 2.2, 2.3, 2.4 and 2.8
- II. The bidder who appears on National Treasury's list of black listed entities .



## T 2.2: RETURNABLE SCHEDULE

|     | Document Name   | Returnable document                                      |
|-----|---|--|
| 1.  | Preferencing schedule:  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.  | Proposed amendments and qualifications (if applicable)  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.  | SBD 1: Invitation to tender   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.  | SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.  | Form of offer   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.  | CSD summary report  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.  | Original tax clearance certificate or tax pin   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8.  | Priced bills of quantities  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9.  | Proof of CIDB class grading: 3GB or higher.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | Declaration with regard to current projects   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. | JV agreement  | <input type="checkbox"/> Yes <input type="checkbox"/> No |



### Declaration on the status of administrative compliance

Please indicate, by circling either **Yes** or **No**, whether the administrative information submitted with the original framework tender documents has changed or not. If yes, kindly provide the particulars below with any supporting documents.

.....  
.....  
.....  
.....

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise*  
\_\_\_\_\_



## Record of Addenda to tender documents

| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: |      |                  |
|---|------|------------------|
|   | Date | Title or Details |
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10.   |      |                  |

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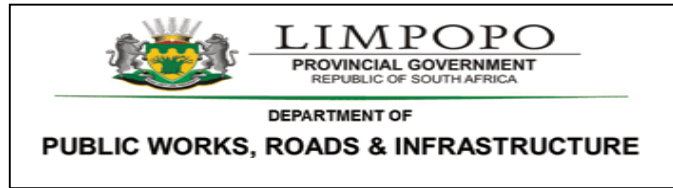
Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....





## Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

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 CONTRACT No. LDPWRI-B/20385

**SBD 1**  
**PART A: INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE**

|                    |                       |                     |                             |                      |                |
|--------------------|-----------------------|---------------------|-----------------------------|----------------------|----------------|
| <b>BID NUMBER:</b> | <b>LDPWRI-B/20385</b> | <b>CLOSING DATE</b> | <b>As per Tender Advert</b> | <b>CLOSING TIME:</b> | <b>11:00am</b> |
|--------------------|-----------------------|---------------------|-----------------------------|----------------------|----------------|

**DESCRIPTION** **APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE CRECHE, RETHABILE DAY CARE, ELIAS MOTSOALEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT.**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.

Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

|                            |                            |                |                              |  |  |
|----------------------------|----------------------------|----------------|------------------------------|--|--|
| CONTACT PERSON             | Mr. NJ Motsopye            |                |                              |  |  |
| TELEPHONE NUMBER           | 0152847126                 | E-MAIL ADDRESS | motsopyen@dpw.limpopo.gov.za |  |  |
| CONTACT PERSON (TECHNICAL) | Mr. MJ Masiya/Mr CE Setati |                |                              |  |  |
| TELEPHONE NUMBER           | 015 284 7219               | E-MAIL ADDRESS | Cngita@gmail.com             |  |  |

**SUPPLIER INFORMATION**

|                            |                            |  |        |                               |      |
|----------------------------|----------------------------|--|--------|-------------------------------|------|
| NAME OF BIDDER             |                            |  |        |                               |      |
| POSTAL ADDRESS             |                            |  |        |                               |      |
| STREET ADDRESS             |                            |  |        |                               |      |
| TELEPHONE NUMBER           | CODE                       |  | NUMBER |                               |      |
| CELLPHONE NUMBER           |                            |  |        |                               |      |
| E-MAIL ADDRESS             |                            |  |        |                               |      |
| VAT REGISTRATION NUMBER    |                            |  |        |                               |      |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | OR     | CENTRAL SUPPLIER DATABASE No: | MAAA |

|   |  |  |   |
|---|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
|---|--|--|---|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

|   |  |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

## PART B: TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

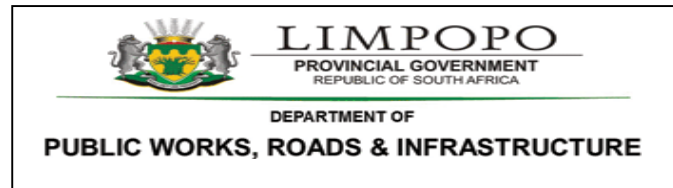
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

#### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### **1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | <b>80</b>     |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>     |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80} \left( \mathbf{1 - \frac{Pt - P min}{P min}} \right) & \mathbf{or} & \mathbf{Ps = 90} \left( \mathbf{1 - \frac{Pt - P min}{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80} \left( \mathbf{1 + \frac{Pt - P max}{P max}} \right) & \mathbf{or} & \mathbf{Ps = 90} \left( \mathbf{1 + \frac{Pt - P max}{P max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**1.1. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| The specific goals allocated points in terms of this tender               | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Persons who had no franchise in national elections prior to 1983 and 1993 | -   | 6   | -   |   |
| Promotion of Women owned enterprises                                      | -   | 3   | -   |   |
| Disabled persons  | -   | 2   | -   |   |
| Promotion of SMMEs  | -   | 2   | -   |   |
| Enterprises located in Limpopo Province                                   | -   | 4   | -   |   |
| Promotion of youth  | -   | 1   | -   |   |
| South African owned enterprises   | -   | 2   | -   |   |



## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**APPOINTMENT OF CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF SETLOGOLO SA BATHOKWA CRECHE, MARIBE CRECHE, RETHABILE DAY CARE, ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA CRECHE IN CAPRICORN DISTRICT.  
CONTRACT No. LDPWRI-B/20385**

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



**DECLARATION OF CURRENT PROJECTS**

Current value refers to current value of projects for both General Building (GB) and Civil Engineering (CE).

Please list the current projects which your company is busy executing in the table below.

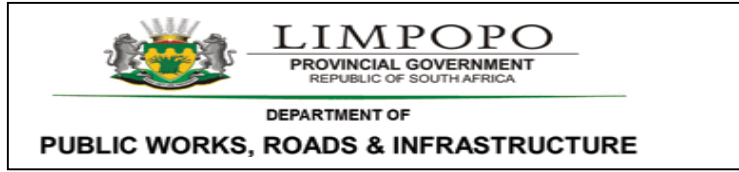
*If no projects at the moment the tender must indicate/write on this table*

**Table 1 List of current projects executed by the bidder**

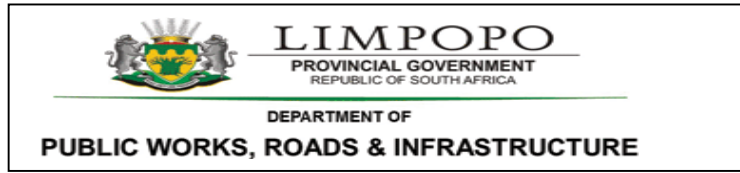
1. Do you have the current projects being executed                      Yes/No?
2. If Yes, please indicate the details on the table below. Please note that it is compulsory to answer the question and if the answer is yes, complete the table. If the question not answered or the table not completed the points will not be allocated.

| Project Description | Project Value | Start date | Planned end date | Client Name | Contact Person number |
|---------------------|---------------|------------|------------------|-------------|-----------------------|
|                     |               |            |                  |             |                       |
|                     |               |            |                  |             |                       |
|                     |               |            |                  |             |                       |
|                     |               |            |                  |             |                       |

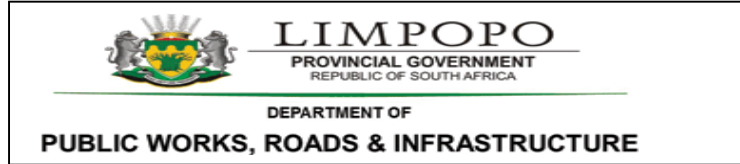
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# THE CONTRACT



# **PART C1: AGREEMENT AND CONTRACT DATA**



**C1.1. FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**RENOVATION OF MANKWENG 1 STOP CENTRE, MAHWELERENG DSD OFFICE AND RATSHASHA DSD OFFICE IN CAPRICORN AND WATERBERG DISTRICT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

Rand (in words); R .....

.....

(in figures) R.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....

Name & signature of witness .....

Date

# Acceptance (To be completed by the employer – not the bidder)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

## For the Employer

Signature .....

Name .....

Capacity .....

## Name and address of organization

## Signature and Name of Witness

Signature .....

Name .....

Capacity .....



# Schedule of Deviations

1 Subject .....

    Details .....

.....  
.....  
.....

2 Subject .....

    Details .....

.....  
.....  
.....

3 Subject .....

    Details .....

.....  
.....  
.....

4 Subject .....

    Details .....

.....  
.....  
.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

.....



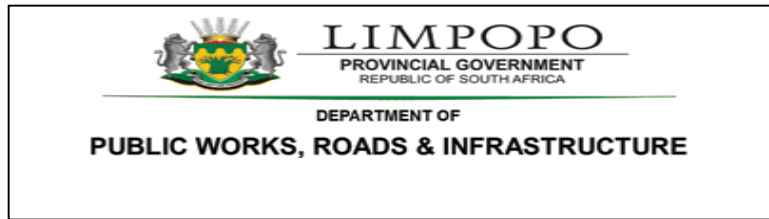
## C2.1 CONTRACT DATA

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

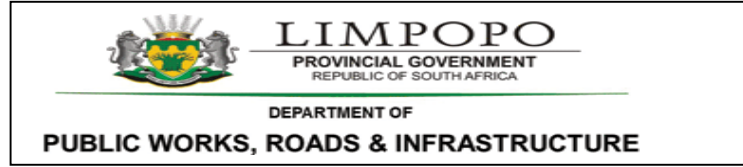
The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013.**"



## **PART C2: PRICING DATA**

### **C2.1 Pricing instruction**

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- The shall set a minimum of 5 % of the project value for sub-contractor determine the amount to be paid for the Contract Participation Goal (CPG).



## **PART C3 SCOPE OF WORKS**

# PART C3.1: SPECIAL NOTES TO BIDDERS

The following special conditions are for compliance and attention to bidders:

- 1.2. LDPWR&I reserve the right to call interviews with short-listed bidders before final selection.
- 1.3. LDPWR&I reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 1.4. LDPWR&I reserve the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 1.5. The proposals submitted must be in line with the detailed specification.
- 1.6. LDPWR&I reserve the right to cancel or withdraw this bid if:
  - i. Due to changed circumstances, there is no longer a need for this services; or
  - ii. Funds are no longer available to cover the total envisaged expenditure; or
  - iii. No acceptable bids are received; or
  - iv. There is a material irregularity in the Bid process.
- 1.7. In the case of sub-contracting or joint venture agreement, LDPWR&I will enter into a single contract with the principal bidder.
- 1.8. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 1.9. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.10. Successful bidder will be required to sign and enter into a formal contract upon the award.
- 1.11. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 1.12. Bid documents must be submitted physically to the closing address as reflected on the Request for Quotations.
- 1.13. Quotations received after the closing date and time will not be accepted for consideration.
- 1.14. This request for bid document contains confidential information about LDPWR&I, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 1.15. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LDPWR&I.
- 1.16. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 1.17. References to LDPWR&I must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LDPWR&I.

1.18. The client reserves the right not to award more than one project per bidder, should the highest bidder already been awarded a project, the second highest scoring bidder will be considered.

1.19. Attachments for Specific Goals Points

- I. Persons who had no franchise in national elections prior to 1983 and 1993-(Attach Directors 's certified copy of South African ID & CK as proof )
- II. Promotion of Women owned enterprises - (Attach Director's certified copy of South African ID & CK)
- III. Disabled persons-(Attach letter /Medical certificate from Healthcare professional)
- IV. Promotion of SMMEs -(Attach Financial statement as proof for SMME turnover)
- V. Enterprise located in Limpopo Province-(Attach proof of enterprise address/Lease agreement as proof of enterprise residential address)
- VI. Promotion of youth- (Attach Directors certified copy of South African ID & CK)
- VII. South African owned enterprises -(Attach Directors 's certified] copy of South African ID as proof + company registration documents )



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

---

DEPARTMENT OF  
**PUBLIC WORKS, ROADS & INFRASTRUCTURE**

## **PART C2.2: BILLS OF QUANTITIES**

| Item No   | Quantity | Rate | Amount |
|---|----------|------|--------|
| <b><u>SECTION NO.1</u></b>  |          |      |        |
| <b><u>BILL NO. 1</u></b>  |          |      |        |
| <b><u>PRELIMINARIES NOTES</u></b>   |          |      |        |
| <b><u>PRELIMINARIES</u></b>   |          |      |        |
| All prices/rates to be net, excluding Value Added Tax   |          |      |        |
| <b><u>General</u></b>   |          |      |        |
| i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005  |          |      |        |
| ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein   |          |      |        |
| iv) 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   |          |      |        |
| iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary |          |      |        |
| v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")   |          |      |        |
| <b>Carried to Collection</b>  |          |      |        |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |          |      | R      |



- vi) 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, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

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

**Agreement** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

**Contract Drawings** means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

**Carried to Collection**

Section No. 1  
 Bill No. 1  
 Preliminaries

R

by replacing it with the following:

**Contract Sum** means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

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

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

**Carried to Collection**

Section No. 1  
Bill No. 1  
Preliminaries

R

deprive the tenderer of the benefits of free and open competition.

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

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

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

**Security**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Fixed

Item

Value Related

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Time Related

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

2 Offer, acceptance and performance (clause 2)

Fixed

Item

Value Related

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Time Related

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|---|---|---------------|------|
| 3 | <p>Documents (clause 3)</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p><b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b>, to which <b>the employer, principal agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> | Fixed         | Item |
|   |   | Value Related | Item |
|   |   | Time Related  | Item |
| 4 | Design responsibility (clause 4)  | Fixed         | Item |
|   |   | Value Related | Item |
|   |   | Time Related  | Item |
| 5 | Employer's agents (clause 5)  | Fixed         | Item |
|   |   | Value Related | Item |
|   |   | Time Related  | Item |
| 6 | Contractor's site representative (clause 6)   | Fixed         | Item |
|   |   | Value Related | Item |
|   |   | Time Related  | Item |

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7 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed

Item

Value Related

Item

Time Related

Item

8 Works risk (clause 8)

Fixed

Item

Value Related

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Time Related

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9 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

Item

Value Related

Item

Time Related

Item

10 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

**10.5 Damage to the Works**

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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**contractor** may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

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

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

**10.7.2 Injury to persons or loss of or damage to property**

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

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

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

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed

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|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 11 | Liability insurances (clause 11)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 12 | Effecting insurances (clause 12)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 13 | No clause (clause 13)  |               | Item |   |
| 14 | Security (clause 14)   |               |      |   |
|    | Clause 14.0 is amended by:-  |               |      |   |
|    | i) The addition of the following clauses:-   |               |      |   |
|    | Clause 14.7.3  |               |      |   |
|    | "Hand the site over to the <b>contractor</b> subject to agreement that shall be made between the <b>employer</b> and the <b>contractor</b> " |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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**Execution (A15 - A23)**

15 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

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

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

Value Related

Item

Time Related

Item

16 Access to the works (clause 16)

Fixed

Item

Value Related

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Time Related

Item

17 Contract instructions (clause 17)

Fixed

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|    | Time Related   |  | Item |   |
|----|--|--|------|---|
| 18 | Setting out of the works (clause 18)   |  |      |   |
|    | <i>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</i>  |  |      |   |
|    | <i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i> |  |      |   |
|    | Fixed  |  | Item |   |
|    | Value Related  |  | Item |   |
|    | Time Related   |  | Item |   |
| 19 | Assignment (clause 19)   |  |      |   |
|    | Fixed  |  | Item |   |
|    | Value Related  |  | Item |   |
|    | Time Related   |  | Item |   |
| 20 | Nominated sub-contractors (clause 20)  |  |      |   |
|    | Clause 20.0  |  |      |   |
|    | Clause 20.1.3 is amended by replacing it with the following:   |  |      |   |
|    | No Clause  |  |      |   |
|    | Fixed  |  | Item |   |
|    | Value Related  |  | Item |   |
|    | Time Related   |  | Item |   |
|    | <b>Carried to Collection</b>   |  |      |   |
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|--|--|--|------|---|
| 21   | Selected sub-contractors (clause 21)   |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| 22   | Employer's direct contractors (clause 22)<br><br><i><b>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</b></i> |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| 23   | Contractor's domestic sub-contractors (Clause 23)  |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| <b><u>COMPLETION</u></b>                     |  |  |      |   |
| <b><u>Completion (A24-A30)</u></b>           |  |  |      |   |
| 24   | Practical completion (clause 24)   |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
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|----|---|--|------|---|
| 25 | Works completion (clause 25)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 26 | Final completion (clause 26)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 27 | Latent defects liability period (clause 27)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 28 | Sectional completion (clause 28)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 29 | Revision of date of practical completion (clause 29)  |  |      |   |
|    | Clause 29.1.1 shall be deemed to be omitted and replaced by the following:  |  |      |   |
|    | Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project |  |      |   |
|    | It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above   |  |      |   |
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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

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|----|--|---------------|------|---|
|    |  | Time Related  | Item |   |
| 30 | Penalty for non-completion (clause 30)<br><br>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Payment (A31 - A35)</u></b>  |               |      |   |
| 31 | Interim payment to the contractor (clause 31)<br><br>Clause 31.9 is amended by replacing "seven (7) <b>calender</b> days" with "thirty (30) <b>calender</b> days" and by deleting the words "subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due"<br><br>Clause 31.12 is amended by deleting the following<br><br>Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 32 | Adjustment to the contract value (clause 32)<br><br>Clause 32.0<br><br>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:<br><br>"due to no fault of the <b>contractor</b> "   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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| 33 | Recovery of expense and loss (clause 33)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 34 | Final account and final payment (clause 34)<br><br>Clause 34.0<br><br>Clause 34.2 is amended by inserting # next to 34.2<br><br>Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due" |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 35 | Payment to other parties (clause 35)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
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**Cancellation (A36-A39)**

36 Cancellation by employer - contractor's default (clause 36)

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

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

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

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

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

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

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

Fixed

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37 Cancellation by employer - loss and damage (clause 37)

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

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

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

Fixed

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38 Cancellation by contractor - employer's default (clause 38)

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

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

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

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39 Cancellation - cessation of the works (clause 39)

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) **working days** of completion of such report"

Fixed

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**Dispute Settlement (A40)**

40 Disputes Settlement (clause 40)

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.

Fixed

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**State Provision (A41)**

41 State Substitutions (clause 41)

Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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|    | Fixed   |  | Item |  |
|    | Value Related   |  | Item |  |
|    | Time Related  |  | Item |  |
|    | <b><u>Contract Variables (A41)</u></b>  |  |      |  |
| 42 | The Schedule (clause 42)  |  |      |  |
|    | <i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i> |  |      |  |
|    | Fixed   |  | Item |  |
|    | Value Related   |  | Item |  |
|    | Time Related  |  | Item |  |
|    | <b><u>SECTION B: PRELIMINARIES</u></b>  |  |      |  |
|    | <b>Carried to Collection</b>  |  |      |  |
|    |   |  | R    |  |
|    |   |  |      |  |
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**Definition and interpretation (B1)**

43 Definition and interpretation

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

Fixed

Item

Value Related

Item

Time Related

Item

**Documents (B2)**

44 Checking of documents (B2.1)

***These bills of quantities:***

***(1) contain pages and annexes as indexed, and;***

***(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances***

***Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained***

Fixed

Item

Value Related

Item

Time Related

Item

45 Provisional bills of quantities (B2.2)

Fixed

Item

Value Related

Item

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|    |   |               |      |   |
|----|---|---------------|------|---|
|    |   | Time Related  | Item |   |
| 46 | Availability of construction documentation (B2.3)<br><br><b><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></b>   |               |      |   |
|    |   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
| 47 | Interests of agents (B2.4)  |               |      |   |
|    |   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
| 48 | Priced documents (B2.5)   |               |      |   |
|    |   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
| 49 | Tender submission (B2.6)<br><br><b><i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i></b><br><br><b><i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i></b> |               |      |   |
|    |   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
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|    | <u>The site (B3)</u>   |               |      |   |
|----|--|---------------|------|---|
| 50 | Defined works area (B3.1)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 51 | Geotechnical investigation (B3.2)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 52 | Inspection of the site (B3.3)  |               |      |   |
|    | <b><i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i></b> |               |      |   |
|    | <b><i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i></b>  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 53 | Existing premises occupied (B3.4)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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|    |   |  |      |   |
|----|---|--|------|---|
| 54 | Previous work - dimensional accuracy (B3.5)<br><br><i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i> |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 55 | Previous work - defects (B3.6)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 56 | Services - known (B3.7)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 57 | Services - unknown (B3.8)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 58 | Protection of trees, etc (B3.9)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 59 | Articles of value (B3.10)   |  |      |   |
|    | Fixed   |  | Item |   |
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|    |  |               |      |   |
|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 60 | Inspection of adjoining properties, etc (B3.11)  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Management of contract (B4)</u></b>  |               |      |   |
| 61 | Management of the works (B4.1)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 62 | Programming for the works (B4.2)   |               |      |   |
|    | Clause B4.2 is hereby amended by the addition of the following:  |               |      |   |
|    | Programme:   |               |      |   |
|    | The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.   |               |      |   |
|    | The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender. |               |      |   |
|    | The contractor shall ensure that the contract programme:   |               |      |   |
|    | 1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.   |               |      |   |
|    | 2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.                   |               |      |   |
|    | 3. shall be in accordance with the dates given herein for possession and practical completion; and   |               |      |   |
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4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

**Extension of time**

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

Fixed

Item

Value Related

Item

Time Related

Item

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|    |   |               |  |      |  |
|----|---|---------------|--|------|--|
| 63 | Progress meetings (B4.3)  |               |  |      |  |
|    |   | Fixed         |  | Item |  |
|    |   | Value Related |  | Item |  |
|    |   | Time Related  |  | Item |  |
| 64 | Technical meetings (B4.4)   |               |  |      |  |
|    |   | Fixed         |  | Item |  |
|    |   | Value Related |  | Item |  |
|    |   | Time Related  |  | Item |  |
| 65 | Labour and plant records (B4.5)   |               |  |      |  |
|    |   | Fixed         |  | Item |  |
|    |   | Value Related |  | Item |  |
|    |   | Time Related  |  | Item |  |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b> |               |  |      |  |
| 66 | Samples of materials (B5.1)   |               |  |      |  |
|    |   | Fixed         |  | Item |  |
|    |   | Value Related |  | Item |  |
|    |   | Time Related  |  | Item |  |
| 67 | Workmanship samples (B5.2)  |               |  |      |  |
|    |   | Fixed         |  | Item |  |
|    |   | Value Related |  | Item |  |
|    |   | Time Related  |  | Item |  |
| 68 | Shop drawings (B5.3)  |               |  |      |  |
|    |   | Fixed         |  | Item |  |
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|    |  |               |      |   |
|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 69 | Compliance with manufacturer's instructions (B5.4) |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Temporary works and plant (B6)</u></b>       |               |      |   |
| 70 | Deposits and fees (B6.1)                           |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 71 | Enclosure of the works (B6.2)                      |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 72 | Advertising (B6.3)                                 |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 73 | Plant, equipment, sheds and offices (B6.4)         |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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|    |                                       |               |      |
|----|---------------------------------------|---------------|------|
| 74 | Main notice board (B6.5)              | Fixed         | Item |
|    |                                       | Value Related | Item |
|    |                                       | Time Related  | Item |
| 75 | Subcontractors notice board (B6.6)    | Fixed         | Item |
|    |                                       | Value Related | Item |
|    |                                       | Time Related  | Item |
|    | <b><u>Temporary services (B7)</u></b> |               |      |
| 76 | Location (B7.1)                       | Fixed         | Item |
|    |                                       | Value Related | Item |
|    |                                       | Time Related  | Item |
| 77 | Water (B7.2)                          | Fixed         | Item |
|    |                                       | Value Related | Item |
|    |                                       | Time Related  | Item |
| 78 | Electricity (B7.3)                    | Fixed         | Item |
|    |                                       | Value Related | Item |
|    |                                       | Time Related  | Item |
| 79 | Telecommunication facilities (B7.4)   | Fixed         | Item |

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|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 80 | Ablution facilities (B7.5)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Prime cost amounts (B8)</u></b>  |               |      |   |
| 81 | Responsibility for prime cost amounts (B8.1)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Attendance on nominated and selected subcontractors (B9)</u></b>   |               |      |   |
| 82 | General attendance (B9.1)  |               |      |   |
|    | The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted only if the scope of the work has changed |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 83 | Special attendance (B9.2)  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 84 | Commissioning - Fuel, water and electricity (B9.3)   |               |      |   |
|    |  | Fixed         | Item |   |
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|               |   |      |   |
|---------------|---|------|---|
|               | Value Related   | Item |   |
|               | Time Related  | Item |   |
|               | <b><u>Financial aspects (B10)</u></b>   |      |   |
| 85            | Statutory taxes, duties and levies (B10.1)  |      |   |
|               | <i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>   |      |   |
|               | Fixed   | Item |   |
|               | Value Related   | Item |   |
|               | Time Related  | Item |   |
| 86            | Payment of preliminaries (B10.2)  |      |   |
|               | Fixed   | Item |   |
|               | Value Related   | Item |   |
|               | Time Related  | Item |   |
| 87            | Adjustment of preliminaries (B10.3)   |      |   |
|               | Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> " |      |   |
|               | Fixed   | Item |   |
|               | Value Related   | Item |   |
|               | Time Related  | Item |   |
| 88            | Payment certificate cash flow (B10.4)   |      |   |
|               | Fixed   | Item |   |
|               | Value Related   | Item |   |
|               | Time Related  | Item |   |
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|    | <u>General (B11)</u>   |               |      |   |
|----|--|---------------|------|---|
| 89 | Protection of works (B11.1)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 90 | Protection/isolation of existing/sectionally occupied works(B11.2) | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 91 | Site security (B11.3)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 92 | Notice before covering work (B11.4)                                | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 93 | Disturbance (B11.5)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 94 | Enviromental disturbance (B11.6)                                   | Fixed         | Item |   |
|    |  |               |      |   |
|    |  |               |      |   |
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|     |   |  |      |   |
|-----|---|--|------|---|
| 100 | Tenant installations (B11.12)   |  |      |   |
|     | Fixed   |  | Item |   |
|     | Value Related   |  | Item |   |
|     | Time Related  |  | Item |   |
|     | <b><u>Schedule of variables (B12)</u></b>   |  |      |   |
| 101 | Pre-tender information (B12.1)<br><br>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b> . |  |      |   |
|     | Fixed   |  | Item |   |
|     | Value Related   |  | Item |   |
|     | Time Related  |  | Item |   |
|     | <b>12.1.1 Provisional bills of quantities (B12.1.1)</b>   |  |      |   |
|     | The quantities are provisional:   |  |      |   |
|     | <b>Yes</b>  |  |      |   |
|     | <b>12.1.2 Availability of construction documentation (B12.1.2)</b>  |  |      |   |
|     | Construction documentation is complete:   |  |      |   |
|     | <b>Yes</b>  |  |      |   |
|     | <b>12.1.3 Interest of agents (B12.1.3)</b>  |  |      |   |
|     | <b>No</b>   |  |      |   |
|     | <b>12.1.4 Defined works area (B12.1.4)</b>  |  |      |   |
|     | <i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i>   |  |      |   |
|     | <b>Carried to Collection</b>  |  |      |   |
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**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**Yes**

**12.1.6 Existing premises occupied (B12.1.6)**

[3.4] Specific requirements:  
The contractor shall execute the works with as little noise and disturbance as possible

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:  
The contractor shall execute the works with as little noise and disturbance as possible

**12.1.7 Previous work - Dimensional accuracy (B12.1.7)**

[3.5] Details:  
No additional details

**No**

**12.1.8 Previous work - defects**

[3.6] Details:  
No additional details

**12.1.9 Services - known (B12.1.9)**

***Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent***

**12.1.10 Protection of trees**

[3.9] Specific requirements:  
No trees to be damaged or removed except those specifically designated in writing by the Architect

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**12.1.11 Inspection of adjoining properties**

[3.11] Specific requirements:  
None

**12.1.12 Enclosure of the works**

[6.2] Specific requirements:  
Areas where work is taking place shall at all times be blocked off by appropriate means

**12.1.13 Offices**

[6.4.3] Specific requirements:  
The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

**12.1.14 Main notice board**

[6.5] Specific requirements:  
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

**12.1.15 Subcontractors' notice board**

[6.6] A notice board is required (yes/no)  
NO  
Specific requirements:

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**12.1.16 Water**

[7.2] Option A (by **contractor**) (yes/no)  
 YES

**12.1.17 Electricity**

[7.3] Option A (by **contractor**) (yes/no)  
 YES

**12.1.18 Telecommunications**

[7.4] Telephone (yes/no)  
 YES

Facsimile (yes/no)  
 YES

E-mail (yes/no)  
 YES

**12.1.19 Ablution facilities**

[7.5] Option A (by **contractor**) (yes/no)  
 YES

Option B (by **employer**) (yes/no)  
 NO

**12.1.20 Protection of existing/sectionally occupied works**

[11.2] Protection is required (yes/no)  
 YES

**Carried to Collection**

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R

**12.1.21 Special attendance**

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor** (1) Details:

**Subcontractor** (2) Details:

**Subcontractor** (3) Details:

**12.1.22 Protection of the works**

[11.1] Specific requirements:  
All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

**12.1.23 Disturbance**

[11.5] Specific requirements:  
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

**12.1.24 Environmental disturbance**

[11.6] Specific requirements:  
None

102 Post-tender information (B12.2)

**All post-tender information for this section will be determined once tender is awarded**

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

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12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated) (yes/no)  
YES

NO Option B (calculated) (yes/no)

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories) (yes/no)  
YES

NO Option B (detailed breakdown) (yes/no)

12.2.3 **Additional agreed preliminaries items**

Details:  
None

103 Other post tender information (B12.3)

**All post-tender information for this section will be determined once tender is awarded**

Fixed

Item

Value Related

Item

Time Related

Item

**SECTION C: SPECIFIC PRELIMINARIES**

**Section C** contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

**Carried to Collection**

R

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**104 Clause C1 - Contract drawings**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed

Item

Value Related

Item

Time Related

Item

**105 Clause C2 - General Preambles**

The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

Section No. 1  
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**106 Clause C3 - Site instructions**

All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only

Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book

Fixed

Item

Value Related

Item

Time Related

Item

**107 Clause C4 - Trade Names**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

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

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

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 Preliminaries

**108 Clause C5 - Overtime**

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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer

Fixed

Item

Value Related

Item

Time Related

Item

**109 Clause C6 - As-built drawings**

The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records

Fixed

Item

Value Related

Item

Time Related

Item

**110 Clause C5 - Labour record**

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

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**111 Clause C6 - Plant record**

At the end of each calendar 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, currently used on the works

Fixed

Item

Value Related

Item

Time Related

Item

**112 Clause C7 - Non-cession of monies**

The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

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113 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed

Item

Value Related

Item

Time Related

Item

114 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

Fixed

Item

Value Related

Item

**Carried to Collection**

R

Section No. 1  
Bill No. 1  
Preliminaries

|     |  |               |      |   |
|-----|--|---------------|------|---|
|     |  | Time Related  | Item |   |
| 115 | <p><b>Clause C10 - Commencement of Works in School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> must give the Principal or other responsible staff member notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> |               |      |   |
|     |  | Fixed         | Item |   |
|     |  | Value Related | Item |   |
|     |  | Time Related  | Item |   |
| 116 | <p><b>Clause C11 - Entrance Permits to School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer</p>    |               |      |   |
|     |  | Fixed         | Item |   |
|     |  | Value Related | Item |   |
|     |  | Time Related  | Item |   |
|     | <b>Carried to Collection</b>   |               |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries   |               |      |   |

**117 Clause C12 - Security Check of Personnel**

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

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

Fixed

Item

Value Related

Item

Time Related

Item

**118 Clause C13 - HIV/Aids Awareness**

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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

Item

Value Related

Item

**Carried to Collection**

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Section No. 1  
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|     |   |               |      |   |
|-----|---|---------------|------|---|
|     |   | Time Related  | Item |   |
| 119 | <p><b>Clause C13.1 - Awareness Champion</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>   |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
| 120 | <p><b>Clause C13.2 - Awareness Workshop</b></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
| 121 | <p><b>Clause C13.3 - Posters, booklets, videos, etc.</b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p>  |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
|     | <b>Carried to Collection</b>  |               |      | R |
|     | Section No. 1   |               |      |   |
|     | Bill No. 1  |               |      |   |
|     | Preliminaries   |               |      |   |

**122 Clause C13.4 - Access to Condoms**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed

Item

Value Related

Item

Time Related

Item

**123 Clause C13.5- Monitoring**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

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Section No. 1

Bill No. 1

Preliminaries

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R

Section No. 1

Bill No. 1

Preliminaries

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><b><u>REMOVAL OF EXISTING WORK:</u></b></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p> |          |      |        |
|         | <b>Carried to Collection</b>  |          |      | R      |
|         | Section No. 2<br>Bill No. 1<br>ALTERATIONS  |          |      |        |

OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Testing and Electrical fault finding

|   |                                  |    |   |  |
|---|----------------------------------|----|---|--|
| 1 | Removal of faulty light bulbs    | No | 6 |  |
| 2 | Installation of Jnr toilet seats | No | 6 |  |

**Carried to Collection**

R

Section No. 2  
Bill No. 1  
ALTERATIONS

Section No. 2

Bill No. 1

ALTERATIONS

**COLLECTION**

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**Amount**

**Carried to Final Summary**

R

Section No. 2  
 Bill No. 1  
 ALTERATIONS



| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 7</u></b>   |          |      |        |
|         | <b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>  |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>Descriptions:</u></b>   |          |      |        |
|         | 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 |          |      |        |
|         | <b><u>CEILINGS ETC</u></b>  |          |      |        |
|         | <b><u>NAILED UP CEILINGS</u></b>  |          |      |        |
|         | <b><u>12.5mm "Rhino" gypsum plasterboard with taped and skimmed joints finished with one coat rhinolite plaster</u></b>   |          |      |        |
| 1       | Ceilings including 38 x 38mm sawn softwood branderer at 350mm centres   | m2       | 247  |        |
| 2       | Extra over ceiling for opening of 650 x 650mm trap door complete with trimmers, frame,etc   | No       | 1    |        |
|         | <b><u>Cornices</u></b>  |          |      |        |
| 3       | 50 mm Fibre cement coved cornice planted on including mitres, etc.  | m        | 212  |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 2  |          |      |        |
|         | Ceilings, partitions and Access Flooring  |          |      |        |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <p><b><u>SECTION No. 2BILL No. 13</u></b></p> <p><b><u>TILING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles see "Model Preambles For Trades"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>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</p> <p><b><u>FLOOR TILING</u></b></p> <p><b><u>Kyra Grey Matt Ceramic Wall Tile - 400 x 250mm (PC Amount of R200-00 excluding VAT) fixed on 25mm screed (elsewhere measured ) flush pointed with tinted waterproof jointing compound and approved adhesive</u></b></p> |          |      |        |
| 1       | On floors and landings   | m2       | 247  |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |          |      | R      |
|         | Section No. 3<br>Bill No. 3<br>Tiling  |          |      |        |

| Item No  |  |    | Quantity | Rate | Amount |
|--|--|----|----------|------|--------|
| 1  | 25 A Circuit breaker   | No | 1        |      |        |
| 2  | 20 A Circuit breaker   | No | 1        |      |        |
| <b><u>GENERAL LIGHTING AND POWER</u></b>                     |  |    |          |      |        |
| <b><u>CONDUITS ETC</u></b>                                   |  |    |          |      |        |
| <b><u>Rigid PVC conduits</u></b>                             |  |    |          |      |        |
| 3  | 22 mm Diameter   | m  | 30       |      |        |
| <b><u>CONDUCTORS</u></b>                                     |  |    |          |      |        |
| <b><u>PVC insulated stranded copper conductors drawn</u></b> |  |    |          |      |        |
| 4  | 2,5 mm <sup>2</sup>  | No | 50       |      |        |
| <b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>            |  |    |          |      |        |
| 5  | 16A Flush mounted one lever one-way switch unit                        | No | 1        |      |        |
| <b><u>LUMINAIRES</u></b>                                     |  |    |          |      |        |
| 6  | Flourescent tube 2x36w   | No | 9        |      |        |
| 7  | Testing and commissioning the complete electrical installation         |    |          | Item |        |
| <b><u>Budgetary allowance</u></b>                            |  |    |          |      |        |
| 8  | Provide R 3000 (Three Thousand Rand Only) for Electrical installations |    |          | Item |        |
| <b>Carried Forward to Summary of Section No. 3</b>           |  |    |          |      |        |
| Section No. 3  |  |    |          |      |        |
| Bill No. 4   |  |    |          |      |        |
| Electricity  |  |    |          |      |        |
|  |  |    |          |      | R      |





| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 16</u></b>  |          |      |        |
|         | <b><u>PAINTWORK</u></b>   |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <b><u>ON FLOATED PLASTER</u></b>  |          |      |        |
|         | <b><u>Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats eggshell enamel paint</u></b> |          |      |        |
| 1       | On external plastered walls   | m2       | 304  |        |
|         | <b><u>ON METAL</u></b>  |          |      |        |
|         | <b><u>One primer, one undercoat and two coats alkyd enamel paint on steel</u></b>   |          |      |        |
| 2       | Waterproof roof paint   | m2       | 370  |        |
|         | <b><u>One coat undercoat and two coats polyurethane enamel. Sandpaper lightly between coats. Colour to be determined on site</u></b>          |          |      |        |
| 3       | On windows with burglar bars  | m2       | 10   |        |
|         | <b><u>ON WOOD</u></b>   |          |      |        |
|         | <b><u>Three coats polyurethane suede varnish</u></b>  |          |      |        |
| 4       | On doors  | m2       | 19   |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 6  |          |      |        |
|         | Paintwork   |          |      |        |

**SECTION SUMMARY - BUILDING WORK**

| Bill No                         |  | Page No | Amount |
|---------------------------------|--|---------|--------|
| 1                               | Carpentry                                | 62      |        |
| 2                               | Ceilings, partitions and Access Flooring | 63      |        |
| 3                               | Tiling                                   | 64      |        |
| 4                               | Electricity                              | 65      |        |
| 5                               | Glazing                                  | 66      |        |
| 6                               | Paintwork                                | 67      |        |
| <b>Carried to Final Summary</b> |  |         | R      |
| Section No. 3                   |  |         |        |

| Section No | <u>FINAL SUMMARY</u>  | Page No | Amount |
|------------|---|---------|--------|
| 1          | PRELIMINARIES   | 58      |        |
| 2          | ALTERATIONS   | 61      |        |
| 3          | BUILDING WORK   | 68      |        |
|            | SETLOGOLO SA BATHOKWA ECD SUB TOTAL (VAT<br>excl). CARRIED TO CLUSTER SUMMARY |         | R      |
|            | <b>CARRIED TO FORM OF TENDER</b>  |         | R      |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <p><b><u>SECTION NO.1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES NOTES</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><b><u>General</u></b></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein</p> <p>iv) 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</p> <p>iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>vi) 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, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time</p> |          |      |        |
|         | <b>Carried Forward</b>   |          | R    |        |
|         | <p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>  |          |      |        |

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vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

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

**Agreement** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

**Contract Drawings** means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended by replacing it with the following:

**Contract Sum** means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

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Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

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

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

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

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

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|  |  | R    |
| <p>Clause 1.1 Definition of "<b>Principal Agent</b>" is amended by replacing it with the following:</p> <p><b>"Principal Agent"</b> means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b>.</p> <p>Clause 1.1 Definition of "<b>Security</b>" is amended by replacing it with the following:</p> <p><b>Security</b>" means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss</p> |  |      |
|  | Fixed  | Item |
|  | Value Related                                      | Item |
|  | Time Related                                       | Item |
|  | <b><u>Objective and Preparation (A2 - A14)</u></b> |      |
| 2  | Offer, acceptance and performance (clause 2)       |      |
|  | Fixed  | Item |
|  | Value Related                                      | Item |
|  | Time Related                                       | Item |
|  |  |      |
|  | <b>Carried Forward</b>                             | R    |
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|   | <b>Brought Forward</b>  |  |      | R |
|---|---|--|------|---|
| 3 | <p>Documents (clause 3)</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p><b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b>, to which <b>the employer, principal agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 4 | <p>Design responsibility (clause 4)</p>   |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 5 | <p>Employer's agents (clause 5)</p>   |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 6 | <p>Contractor's site representative (clause 6)</p>  |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
|   | <b>Carried Forward</b>  |  |      | R |
|   | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |      |   |

|   | <b>Brought Forward</b>   |               |      | R |
|---|--|---------------|------|---|
| 7 | <p>Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> | Fixed         | Item |   |
|   |  | Value Related | Item |   |
|   |  | Time Related  | Item |   |
| 8 | <p>Works risk (clause 8)</p>   | Fixed         | Item |   |
|   |  | Value Related | Item |   |
|   |  | Time Related  | Item |   |
|   | <b>Carried Forward</b>   |               |      | R |
|   | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |               |      |   |



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- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

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

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

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| <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> <p><b>10.7.4</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> |  |   |      |
| Fixed  |  |   | Item |
| Value Related  |  |   | Item |
| <b>Carried Forward</b>   |  | R |      |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  |   |      |



|    | <b>Brought Forward</b>  |  | R |
|----|---|--|---|
|    | <b><u>Execution (A15 - A23)</u></b>   |  |   |
| 15 | <p>Preparation for and execution of the works (clause 15)</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) <b>calendar days of commencement date</b></p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1</p> | <p style="text-align: right;">Fixed                      Item</p> <p style="text-align: right;">Value Related              Item</p> <p style="text-align: right;">Time Related                Item</p> |   |
| 16 | <p>Access to the works (clause 16)</p>  | <p style="text-align: right;">Fixed                      Item</p> <p style="text-align: right;">Value Related              Item</p> <p style="text-align: right;">Time Related                Item</p> |   |
| 17 | <p>Contract instructions (clause 17)</p>  | <p style="text-align: right;">Fixed                      Item</p> <p style="text-align: right;">Value Related              Item</p> <p style="text-align: right;">Time Related                Item</p> |   |
|    | <b>Carried Forward</b>  |  | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |   |



|   |  | Brought Forward |      | R |
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| 18  | <p>Setting out of the works (clause 18)</p> <p><i>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</i></p> <p><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i></p> |                 |      |   |
|   |  | Fixed           | Item |   |
|   |  | Value Related   | Item |   |
|   |  | Time Related    | Item |   |
| 19  | <p>Assignment (clause 19)</p>  | Fixed           | Item |   |
|   |  | Value Related   | Item |   |
|   |  | Time Related    | Item |   |
| 20  | <p>Nominated sub-contractors (clause 20)</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>   |                 |      |   |
|   |  | Fixed           | Item |   |
|   |  | Value Related   | Item |   |
|   |  | Time Related    | Item |   |
|   |  | Carried Forward |      | R |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p> |  |                 |      |   |

|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
| 21 | Selected sub-contractors (clause 21)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 22 | Employer's direct contractors (clause 22)  |      |  |   |
|    | <i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i> |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 23 | Contractor's domestic sub-contractors (Clause 23)  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>COMPLETION</u></b>   |      |  |   |
|    | <b><u>Completion (A24-A30)</u></b>   |      |  |   |
| 24 | Practical completion (clause 24)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
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|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
| 25 | Works completion (clause 25)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 26 | Final completion (clause 26)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 27 | Latent defects liability period (clause 27)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 28 | Sectional completion (clause 28)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 29 | Revision of date of practical completion (clause 29)  |      |  |   |
|    | Clause 29.1.1 shall be deemed to be omitted and replaced by the following:  |      |  |   |
|    | Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project |      |  |   |
|    | It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above   |      |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

Value Related

Item

Time Related

Item

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|----|---|------|---|
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 34 | Final account and final payment (clause 34)   |      |   |
|    | Clause 34.0   |      |   |
|    | Clause 34.2 is amended by inserting # next to 34.2  |      |   |
|    | Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due" |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 35 | Payment to other parties (clause 35)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1   |      |   |
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|    | Brought Forward   |      | R |
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|    | <b><u>Cancellation (A36-A39)</u></b>  |      |   |
| 36 | <p>Cancellation by employer - contractor's default (clause 36)</p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |

|    | <b>Brought Forward</b>  |  | R |
|----|---|--|---|
| 37 | <p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>      |  |   |
| 38 | <p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> |  |   |
|    | <b>Carried Forward</b>  |  | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |   |



|    | <b>Brought Forward</b>   |                                     | R |
|----|--|-------------------------------------|---|
| 39 | <p>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>Dispute Settlement (A40)</u></b></p>  | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 40 | <p>Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>State Provision (A41)</u></b></p> | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 41 | <p>State Substitutions (clause 41)</p> <p>Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:</p> <p>40.1 Should any dispute between the <b>employer</b>, his</p>   |                                     |   |
|    | <b>Carried Forward</b>   |                                     | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |                                     |   |

**Brought Forward**

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**agents or principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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|----|---|-----------------|------|---|
|    |   | Fixed           | Item |   |
|    |   | Value Related   | Item |   |
|    |   | Time Related    | Item |   |
|    | <b><u>Contract Variables (A41)</u></b>  |                 |      |   |
| 42 | The Schedule (clause 42)  |                 |      |   |
|    | <i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>     |                 |      |   |
|    |   | Fixed           | Item |   |
|    |   | Value Related   | Item |   |
|    |   | Time Related    | Item |   |
|    | <b><u>SECTION B: PRELIMINARIES</u></b>  |                 |      |   |
|    | <b><u>Definition and interpretation (B1)</u></b>  |                 |      |   |
| 43 | Definition and interpretation   |                 |      |   |
|    | See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section |                 |      |   |
|    |   | Fixed           | Item |   |
|    |   |                 |      |   |
|    |   | Carried Forward |      | R |
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|    | Brought Forward   |      | R |
|----|---|------|---|
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b><u>Documents (B2)</u></b>  |      |   |
| 44 | Checking of documents (B2.1)  |      |   |
|    | <b><i>These bills of quantities:</i></b>  |      |   |
|    | <b><i>(1) contain pages and annexes as indexed, and;</i></b>  |      |   |
|    | <b><i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i></b>  |      |   |
|    | <b><i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i></b> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 45 | Provisional bills of quantities (B2.2)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 46 | Availability of construction documentation (B2.3)   |      |   |
|    | <b><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></b>  |      |   |
|    | Fixed   | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1   |      |   |
|    | Bill No. 1  |      |   |
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|    |  | Brought Forward        |      |  | R        |
|----|--|------------------------|------|--|----------|
|    |  | Value Related          | Item |  |          |
|    |  | Time Related           | Item |  |          |
| 47 | Interests of agents (B2.4)   |                        |      |  |          |
|    |  | Fixed                  | Item |  |          |
|    |  | Value Related          | Item |  |          |
|    |  | Time Related           | Item |  |          |
| 48 | Priced documents (B2.5)  |                        |      |  |          |
|    |  | Fixed                  | Item |  |          |
|    |  | Value Related          | Item |  |          |
|    |  | Time Related           | Item |  |          |
| 49 | Tender submission (B2.6)   |                        |      |  |          |
|    | <b><i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i></b> |                        |      |  |          |
|    | <b><i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i></b>  |                        |      |  |          |
|    |  | Fixed                  | Item |  |          |
|    |  | Value Related          | Item |  |          |
|    |  | Time Related           | Item |  |          |
|    | <b><u>The site (B3)</u></b>  |                        |      |  |          |
| 50 | Defined works area (B3.1)  |                        |      |  |          |
|    |  | Fixed                  | Item |  |          |
|    |  | Value Related          | Item |  |          |
|    |  | Time Related           | Item |  |          |
| 51 | Geotechnical investigation (B3.2)  |                        |      |  |          |
|    |  | Fixed                  | Item |  |          |
|    |  | <b>Carried Forward</b> |      |  | <b>R</b> |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |                        |      |  |          |

|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 52 | Inspection of the site (B3.3)  |      |  |   |
|    | <i><b>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</b></i> |      |  |   |
|    | <i><b>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</b></i>  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 53 | Existing premises occupied (B3.4)  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 54 | Previous work - dimensional accuracy (B3.5)  |      |  |   |
|    | <i><b>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</b></i>  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 55 | Previous work - defects (B3.6)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
|    | Section No. 1  |      |  |   |
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**RENOVATIONS TO MARIBE EARLY CHILDHOOD DEVELOPMENT**  
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|    |   | <b>Brought Forward</b> |      | R |
|----|---|------------------------|------|---|
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 56 | Services - known (B3.7)                         |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 57 | Services - unknown (B3.8)                       |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 58 | Protection of trees, etc (B3.9)                 |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 59 | Articles of value (B3.10)                       |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 60 | Inspection of adjoining properties, etc (B3.11) |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
|    |   | <b>Carried Forward</b> |      | R |
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|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | <b><u>Management of contract (B4)</u></b>   |      |   |
| 61 | Management of the works (B4.1)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 62 | Programming for the works (B4.2)  |      |   |
|    | <p>Clause B4.2 is hereby amended by the addition of the following:</p> <p>Programme:</p> <p>The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.</p> <p>The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.</p> <p>The contractor shall ensure that the contract programme:</p> <ol style="list-style-type: none"> <li>1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.</li> <li>2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.</li> <li>3. shall be in accordance with the dates given herein for possession and practical completion; and</li> <li>4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.</li> <li>5. shall be accompanied by a full written method statement</li> </ol> <p>The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.</p> <p>Following on these comments the contractor shall amend the contract programme and method statement</p> |      |   |
|    | <b>Carried Forward</b>  |      | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

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| <p style="text-align: center;"><b>Brought Forward</b></p> <p>as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.</p> <p>The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.</p> <p>The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.</p> <p>No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.</p> <p>Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.</p> <p>Development of the contract programme and method statement</p> <p>Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.</p> <p>Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.</p> <p>Revisions to the contract programme</p> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  | R |  |

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| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.</p> <p>Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.</p> <p>A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.</p> <p>Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.</p> <p>The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.</p> <p><b>Progress Monitoring</b></p> <p>The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.</p> <p>The status of each activity must also be reported as follows:</p> <p>Target - If the activity is not complete, the latest predicted completion date shall be supplied.</p> <p>Start - If the activity has commenced, the actual date shall be supplied.</p> <p>Finish - If the activity is complete, the actual completion date shall be supplied.</p> | <p>R</p> |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/> Bill No. 1<br/> Preliminaries</p>   | <p>R</p> |

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| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.</p> <p>Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.</p> <p>The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.</p> <p>Extension of time</p> <p>Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.</p> <p>The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:</p> <ol style="list-style-type: none"> <li>1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and</li> <li>2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.</li> </ol> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  | R |  |

|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | <p>3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.</p> <p>A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.</p> <p>The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.</p> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 63 | Progress meetings (B4.3)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 64 | Technical meetings (B4.4)   |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
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|    |   | <b>Brought Forward</b> |      |          |
|----|---|------------------------|------|----------|
| 65 | Labour and plant records (B4.5)   |                        |      | R        |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b> |                        |      |          |
| 66 | Samples of materials (B5.1)   |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 67 | Workmanship samples (B5.2)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 68 | Shop drawings (B5.3)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 69 | Compliance with manufacturer's instructions (B5.4)                        |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Temporary works and plant (B6)</u></b>                              |                        |      |          |
| 70 | Deposits and fees (B6.1)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   |                        |      |          |
|    |   | <b>Carried Forward</b> |      | <b>R</b> |
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|----|--|------------------------|------|---|
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 71 | Enclosure of the works (B6.2)                | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 72 | Advertising (B6.3)                           | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 73 | Plant, equipment, sheds and offices (B6.4)   | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 74 | Main notice board (B6.5)                     | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 75 | Subcontractors notice board (B6.6)           | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
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|----|--|------------------------|------|--|---|
|    | <b><u>Temporary services (B7)</u></b>        |                        |      |  |   |
| 76 | Location (B7.1)                              |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 77 | Water (B7.2)                                 |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 78 | Electricity (B7.3)                           |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 79 | Telecommunication facilities (B7.4)          |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 80 | Ablution facilities (B7.5)                   |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
|    | <b><u>Prime cost amounts (B8)</u></b>        |                        |      |  |   |
| 81 | Responsibility for prime cost amounts (B8.1) |                        |      |  |   |
|    |  | Fixed                  | Item |  |   |
|    |  |                        |      |  |   |
|    |  | <b>Carried Forward</b> |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                        |      |  |   |



|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>Attendance on nominated and selected subcontractors (B9)</u></b>   |      |  |   |
| 82 | General attendance (B9.1)  |      |  |   |
|    | The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted only if the scope of the work has changed |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 83 | Special attendance (B9.2)  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 84 | Commissioning - Fuel, water and electricity (B9.3)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>Financial aspects (B10)</u></b>  |      |  |   |
| 85 | Statutory taxes, duties and levies (B10.1)   |      |  |   |
|    | <b><i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i></b>   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |      |  |   |

|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
| 86 | Payment of preliminaries (B10.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 87 | Adjustment of preliminaries (B10.3)   |      |  |   |
|    | Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> " |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 88 | Payment certificate cash flow (B10.4)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b><u>General (B11)</u></b>   |      |  |   |
| 89 | Protection of works (B11.1)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 90 | Protection/isolation of existing/sectionally occupied works(B11.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
|    | Section No. 1   |      |  |   |
|    | Bill No. 1  |      |  |   |
|    | Preliminaries   |      |  |   |

|    |  | <b>Brought Forward</b> |      | R |
|----|--|------------------------|------|---|
| 91 | Site security (B11.3)                        | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 92 | Notice before covering work (B11.4)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 93 | Disturbance (B11.5)                          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 94 | Enviromental disturbance (B11.6)             | Fixed                  | Item |   |
|    |  | Time Related           | Item |   |
|    |  | Value Related          | Item |   |
| 95 | Works cleaning and clearing (B11.7)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 96 | Vermin (B11.8)                               | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    |  | <b>Carried Forward</b> |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                        |      |   |

|     |   | <b>Brought Forward</b> |      |   |
|-----|---|------------------------|------|---|
|     |   |                        |      | R |
| 97  | Overhand work (B11.9)   |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 98  | Instruction manuals and guarantees (B11.10)   |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 99  | As built information (B11.11)   |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 100 | Tenant installations (B11.12)   |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     | <b><u>Schedule of variables (B12)</u></b>   |                        |      |   |
| 101 | Pre-tender information (B12.1)  |                        |      |   |
|     | <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b>.</p> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     |   | <b>Carried Forward</b> |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |                        |      |   |

|               |   |   |  |
|---------------|---|---|--|
|               | <b>Brought Forward</b>  | R |  |
| 12.1.1        | <b>Provisional bills of quantities (B12.1.1)</b>  |   |  |
|               | The quantities are provisional:   |   |  |
|               | Yes   |   |  |
| 12.1.2        | <b>Availability of construction documentation (B12.1.2)</b>   |   |  |
|               | Construction documentation is complete:   |   |  |
|               | Yes   |   |  |
| 12.1.3        | <b>Interest of agents (B12.1.3)</b>   |   |  |
|               | No  |   |  |
| 12.1.4        | <b>Defined works area (B12.1.4)</b>   |   |  |
|               | <i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i> |   |  |
| 12.1.5        | <b>Geotechnical investigation (B12.1.5)</b>   |   |  |
|               | The geotechnical report is available for viewing at the offices of the Principal Agent  |   |  |
|               | Yes   |   |  |
| 12.1.6        | <b>Existing premises occupied (B12.1.6)</b>   |   |  |
| [3.4]         | Specific requirements:<br>The contractor shall execute the works with as little noise and disturbance as possible   |   |  |
| 12.1.6        | <b>Existing premises occupied</b>   |   |  |
| [3.4]         | Specific requirements:<br>The contractor shall execute the works with as little noise and disturbance as possible   |   |  |
| 12.1.7        | Previous work - Dimensional accuracy (B12.1.7)  |   |  |
| [3.5]         | Details:<br>No additional details   |   |  |
|               | No  |   |  |
|               | <b>Carried Forward</b>  | R |  |
| Section No. 1 |   |   |  |
| Bill No. 1    |   |   |  |
| Preliminaries |   |   |  |

|   |  |   |  |
|---|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>12.1.8 Previous work - defects</b></p> <p>[3.6] Details:<br/>No additional details</p> <p>12.1.9 Services - known (B12.1.9)</p> <p style="text-align: center;"><b>Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent</b></p> <p><b>12.1.10 Protection of trees</b></p> <p>[3.9] Specific requirements:<br/>No trees to be damaged or removed except those specifically designated in writing by the Architect</p> <p><b>12.1.11 Inspection of adjoining properties</b></p> <p>[3.11] Specific requirements:<br/>None</p> <p><b>12.1.12 Enclosure of the works</b></p> <p>[6.2] Specific requirements:<br/>Areas where work is taking place shall at all times be blocked off by appropriate means</p> <p><b>12.1.13 Offices</b></p> <p>[6.4.3] Specific requirements:<br/>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  | R |  |

| <b>Brought Forward</b>                       |   | R |
|--|---|---|
| <b>12.1.14 Main notice board</b>             |   |   |
| [6.5]  | Specific requirements:<br>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering. |   |
| <b>12.1.15 Subcontractors' notice board</b>  |   |   |
| [6.6]  | A notice board is required (yes/no)   |   |
| NO   | Specific requirements:  |   |
| <b>12.1.16 Water</b>                         |   |   |
| [7.2]  | Option A (by <b>contractor</b> ) (yes/no)   |   |
| YES  |   |   |
| <b>12.1.17 Electricity</b>                   |   |   |
| [7.3]  | Option A (by <b>contractor</b> ) (yes/no)   |   |
| YES  |   |   |
| <b>12.1.18 Telecommunications</b>            |   |   |
| [7.4]  | Telephone (yes/no)  |   |
| YES  |   |   |
|  | Facsimile (yes/no)  |   |
| YES  |   |   |
|  | E-mail (yes/no)   |   |
| YES  |   |   |
| <b>Carried Forward</b>                       |   | R |
| Section No. 1<br>Bill No. 1<br>Preliminaries |   |   |

|  |  |   |  |
|--|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>12.1.19 Ablution facilities</b></p> <p>[7.5] Option A (by <b>contractor</b>) (yes/no)<br/>YES</p> <p>Option B (by <b>employer</b>) (yes/no)<br/>NO</p> <p><b>12.1.20 Protection of existing/sectionally occupied works</b></p> <p>[11.2] Protection is required (yes/no)<br/>YES</p> <p><b>12.1.21 Special attendance</b></p> <p>The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance</p> <p>[9.2] <b>Subcontractor</b> (1) Details:<br/><br/><b>Subcontractor</b> (2) Details:<br/><br/><b>Subcontractor</b> (3) Details:</p> <p><b>12.1.22 Protection of the works</b></p> <p>[11.1] Specific requirements:<br/>All work that requires protection during construction must be adequately protected up to practical completion by the <b>contractor</b></p> <p><b>12.1.23 Disturbance</b></p> <p>[11.5] Specific requirements:<br/>The <b>contractor</b> shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b></p> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p> |  | R |  |
|  |  | R |  |



|     |   |                        |      |   |
|-----|---|------------------------|------|---|
|     |   | <b>Brought Forward</b> |      | R |
|     | <b>12.1.24 Environmental disturbance</b>  |                        |      |   |
|     | [11.6] Specific requirements:<br>None   |                        |      |   |
| 102 | Post-tender information (B12.2)   |                        |      |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     | <b>12.2.1 Payment of preliminaries</b>  |                        |      |   |
|     | [10.2] Option A (prorated) (yes/no)<br>YES  |                        |      |   |
|     | Option B (calculated) (yes/no)<br>NO  |                        |      |   |
|     | <b>12.2.2 Adjustment of preliminaries</b>   |                        |      |   |
|     | [10.3] Option A (three categories) (yes/no)<br>YES  |                        |      |   |
|     | Option B (detailed breakdown) (yes/no)<br>NO  |                        |      |   |
|     | <b>12.2.3 Additional agreed preliminaries items</b>   |                        |      |   |
|     | Details:<br>None  |                        |      |   |
| 103 | Other post tender information (B12.3)   |                        |      |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     |   | <b>Carried Forward</b> |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |                        |      |   |

|            | Brought Forward  |  | R   |
|------------|--|--|---|
|            | <b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>  |  |   |
|            | <b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item  |  |   |
| <b>104</b> | <p><b>Clause C1 - Contract drawings</b></p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| <b>105</b> | <p><b>Clause C2 - General Preambles</b></p> <p>The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full decriptions of work to be done and materials to be used.</p>   | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
|            | <b>Carried Forward</b>   |  | R   |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries   |  |   |



|            | <b>Brought Forward</b>  |      | R |
|------------|---|------|---|
| <b>108</b> | <p><b>Clause C5 - Overtime</b></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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p> |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>109</b> | <p><b>Clause C6 - As-built drawings</b></p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>110</b> | <p><b>Clause C5 - Labour record</b></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 description of tradesmen and labourers employed by him and all subcontractors on the works each day</p>  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
|            | <b>Carried Forward</b>  |      | R |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |





|     | Brought Forward   |      | R |
|-----|---|------|---|
|     | Time Related  | Item |   |
| 115 | <p><b>Clause C10 - Commencement of Works in School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> must give the Principal or other responsible staff member notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p>  |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 116 | <p><b>Clause C11 - Entrance Permits to School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer</p>   |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 117 | <p><b>Clause C12 - Security Check of Personnel</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> |      |   |
|     | Fixed   | Item |   |
|     | <b>Carried Forward</b>  |      | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

|            | Brought Forward  |      | R |
|------------|--|------|---|
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>118</b> | <b>Clause C13 - HIV/Aids Awareness</b>   |      |   |
|            | <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b>. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>119</b> | <b>Clause C13.1 - Awareness Champion</b>   |      |   |
|            | <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>  |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
|            | <b>Carried Forward</b>   |      | R |
|            | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |      |   |





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|--|--|------|---|--|
| 123  | <b>Brought Forward</b>   |      | R |  |
|  | <b>Clause C13.5- Monitoring</b>  |      |   |  |
|  | Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification |      |   |  |
|  | Fixed  | Item |   |  |
| Value Related                                | Item   |      |   |  |
| Time Related                                 | Item   |      |   |  |
|  | <b>Carried to Final Summary</b>  |      | R |  |
| Section No. 1<br>Bill No. 1<br>Preliminaries |  |      |   |  |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <p><b><u>SECTION NO 2</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as 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. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General</u></p> <p>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. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> |          |      |        |
|         | <b>Carried Forward</b>  |          | R    |        |
|         | Section No. 2<br>Bill No. 1<br>Alterations  |          |      |        |

|   | <b>Brought Forward</b>   |    |    | R |
|---|--|----|----|---|
|   | <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>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)</p> |    |    |   |
|   | <b><u>REMOVAL OF EXISTING WORK</u></b>   |    |    |   |
|   | <u>Breaking up and removing unreinforced concrete</u>  |    |    |   |
| 1 | Steps  | m3 | 3  |   |
|   | <u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>  |    |    |   |
| 2 | Corrugated sheet steel roof covering and timber purlins  | m2 | 68 |   |
|   | <b><u>OPENINGS THROUGH EXISTING WALLS ETC</u></b>  |    |    |   |
|   | <b><u>Electrical works</u></b>   |    |    |   |
|   | <b>Carried Forward</b>   |    |    | R |
|   | Section No. 2<br>Bill No. 1<br>Alterations   |    |    |   |

|  | <b>Brought Forward</b>                   |    |   | R |
|--|--|----|---|---|
| 3  | Removal of wooden door size 813 x 2032mm | No | 2 |   |
| Section No. 2<br>Bill No. 1<br>Alterations | <b>Carried to Final Summary</b>          |    |   | R |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m<sup>3</sup> for the top 50mm and 400kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 1<br/>Concrete, Formwork and Reinforcement</p>  |      |          |      |        |

|   | <b>Brought Forward</b>   |    |    | R |
|---|--|----|----|---|
|   | <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p><b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b></p> |    |    |   |
| 1 | Aprons cast in panels  | m3 | 18 |   |
| 2 | Ramps  | m3 | 3  |   |
| 3 | Thickening down apron on edge 110mm deep x 200mm wide  | m  | 53 |   |
| 4 | Aprons and Pavings to falls  | m2 | 57 |   |
|   | <p><b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY III)</u></b></p> <p><u>Smooth formwork to sides</u></p>   |    |    |   |
| 5 | Edges,risers,ends and reveals not exceeding 300mm high or wide circular to(not?)exceeding 1m radius  | m  | 23 |   |
|   | <b>Carried Forward to Summary of Section No. 3</b>   |    |    | R |
|   | Section No. 3  |    |    |   |
|   | Bill No. 1   |    |    |   |
|   | Concrete, Formwork and Reinforcement   |    |    |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 2</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> |      |          |      |        |
| 1       | To roofs   | m2   | 196      |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          |      | R      |
|         | Section No. 3  |      |          |      |        |
|         | Bill No. 2   |      |          |      |        |
|         | Waterproofing  |      |          |      |        |



| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 3</u></b></p> <p><b><u>ROOF COVERINGS</u></b></p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p><u>User note</u></p> <p><i>Profiled metal sheeting is available in various thicknesses</i></p> <p><i>Usually Z275 spelter galvanising is used in inland areas and Z600 spelter galvanising for coastal areas. However galvanised sheeting is generally not used in coastal areas</i></p> <p><i>When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</i></p> <p><i>Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such</i></p> <p><i>Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium</i></p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p><u>0.6mm "Kliplok" roof sheeting in chromadek finish fixed to timber purlins (elsewhere)</u></p> |      |          |      |        |
| 1       | Roof covering with pitches not exceeding 25 degrees  | m2   | 73       |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 3<br>Roof Coverings  |      |          |      |        |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>   |      |          |      |        |
|         | <b><u>BILL NO 4</u></b>  |      |          |      |        |
|         | <b><u>CARPENTRY AND JOINERY</u></b>  |      |          |      |        |
|         | <u>Fixing</u>  |      |          |      |        |
|         | Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be 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 500mm centres, and where described as "bolted", the bolts have been given elsewhere |      |          |      |        |
|         | <u>Decorative thermosetting plastic laminate covering</u>  |      |          |      |        |
|         | Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish  |      |          |      |        |
|         | <b><u>STRUCTURAL TIMBERWORK ETC</u></b>  |      |          |      |        |
|         | <u>Wrought softwood grade ?</u>  |      |          |      |        |
| 1       | 38 x 114 mm Wall plates  | m    | 23       |      |        |
| 2       | 38 x 114mm Rafters   | m    | 95       |      |        |
| 3       | 38 x 76mm Purlins  | m    | 38       |      |        |
| 4       | Two coats creosote on sawn timbers   | m2   | 12       |      |        |
| 5       | 25 x 0.6mm Type? hurricane fastener including nailed   | No   | 19       |      |        |
| 6       | 25 x 0.6mm Galvanised hoop iron roof tie 2m girth with both ends fixed to timber   | No   | 19       |      |        |
|         | <b><u>DOORS ETC</u></b>  |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 4<br>Carpentry and Joinery   |      |          |      |        |

|   | <b>Brought Forward</b>  |    |   | R |  |
|---|---|----|---|---|--|
| 7 | <p><u>Wrought meranti doors hung to steel frames</u></p> <p>40mm Single panel stable door 813 x 2032mm high with rebated meeting rails, each leaf of 200mm wide top rail, stiles and bottom rail and 40 x 100mm brace, filled in with 7mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint</p> | No | 2 |   |  |
|   | <p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3<br/>Bill No. 4<br/>Carpentry and Joinery</p>   |    |   | R |  |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 5</u></b></p> <p><b><u>CEILING, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Ceilings</u></p> <p>Unless otherwise described ceilings shall be deemed to be horizontal</p> <p><u>Bulkheads</u></p> <p>Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features</p> <p>Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings</p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 5<br/>Ceilings, Partitions and Access Flooring</p>  |      |          |      |        |

| <b>Brought Forward</b>   |  |    |     | R |
|--|--|----|-----|---|
| <u>User note</u>   |  |    |     |   |
| <i>Circular bulkheads shall be given separately</i>  |  |    |     |   |
| <b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b>  |  |    |     |   |
| <u>Sawn softwood</u>   |  |    |     |   |
| <b><u>NAILED-UP CEILINGS</u></b>   |  |    |     |   |
| <u>SUPPLEMENTARY PREAMBLES</u>   |  |    |     |   |
| <u>Openings</u>  |  |    |     |   |
| <u>6mm Fibre-cement plain ceiling boards with H-profile galvanised steel jointing strips over joints</u> |  |    |     |   |
| 1  | Ceilings including 38 x 38mm sawn softwood brander at 450mm centres generally in one direction and 38 x 38mm branders and cross branders at joints and edges of boards   | m2 | 152 |   |
| 2  | Extra over ceiling for 600 x 600mm trap door of 50 x 76mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around | No | 3   |   |
| <u>Gypsum plasterboard cornices</u>  |  |    |     |   |
| 3  | 76mm Coved cornices  | m  | 126 |   |
| <b><u>TOILET CUBICLES</u></b>  |  |    |     |   |
| <b>Carried Forward to Summary of Section No. 3</b>   |  |    |     | R |
| Section No. 3  |  |    |     |   |
| Bill No. 5   |  |    |     |   |
| Ceilings, Partitions and Access Flooring   |  |    |     |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 6</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Proprietary items</u></p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p> <p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:<br/>           BS Satin bronze lacquered<br/>           CH Chromium plated<br/>           SC Satin chromium plated<br/>           SE Silver enamelled<br/>           GE Grey enamelled<br/>           AN Anodised natural<br/>           AS Anodised silver<br/>           AB Anodised bronze<br/>           AG Anodised gold<br/>           ABL Anodised black<br/>           PB Polished brass<br/>           PL Polished and lacquered<br/>           PT Epoxy coated<br/>           SD Sanded</p> <p><b><u>HINGES, BOLTS, ETC</u></b></p> <p><u>Manufactured by "?"</u></p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 6<br>Ironmongery   |      |          |      |        |

|   | Brought Forward  |    |   | R |  |
|---|--|----|---|---|--|
|   | <b><u>CATCHES. CABIN HOOKS. ETC</u></b>  |    |   |   |  |
|   | <u>Manufactured by "?"</u>   |    |   |   |  |
|   | <b><u>LOCKS</u></b>  |    |   |   |  |
|   | <b><u>"EN-SUITE" LOCKS</u></b>   |    |   |   |  |
|   | The following locks are to be suitable for master key operation                  |    |   |   |  |
|   | The following locks are to be suitable for master and grand master key operation |    |   |   |  |
|   | <u>Manufactured by "?"</u>   |    |   |   |  |
|   | <u>User note</u>   |    |   |   |  |
|   | <b><u>LOCKS</u></b>  |    |   |   |  |
| 1 | 75mm Three lever upright mortice lockset with satin chrome furniture             | No | 4 |   |  |
|   | <b><u>HANDLES</u></b>  |    |   |   |  |
|   | <u>Manufactured by "?"</u>   |    |   |   |  |
|   | <b><u>BATHROOM FITTINGS</u></b>  |    |   |   |  |
|   | <u>Manufactured by "Kimberely Clark" or similar approved</u>                     |    |   |   |  |
|   | <b><u>LETTERS. NAMEPLATES. ETC</u></b>   |    |   |   |  |
|   | <b>Carried Forward to Summary of Section No. 3</b>                               |    |   | R |  |
|   | Section No. 3  |    |   |   |  |
|   | Bill No. 6   |    |   |   |  |
|   | Ironmongery  |    |   |   |  |

| Item No | <b><u>SECTION NO 3</u></b>  | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <b><u>BILL NO 7</u></b>   |      |          |      |        |
|         | <b><u>METALWORK</u></b>   |      |          |      |        |
|         | <u>User note</u>  |      |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |      |          |      |        |
|         | <u>Descriptions of bolts, anchors, etc</u>  |      |          |      |        |
|         | 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 |      |          |      |        |
|         | Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described  |      |          |      |        |
|         | Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres                          |      |          |      |        |
|         | <b><u>STEEL GATES. SCREENS. ETC</u></b>   |      |          |      |        |
|         | <b><u>STEEL MINOR WORK</u></b>  |      |          |      |        |
|         | <b><u>PRESSED STEEL DOOR FRAMES</u></b>   |      |          |      |        |
|         | <b><u>GALVANISED PRESSED STEEL DOOR FRAMES</u></b>  |      |          |      |        |
|         | <b><u>STEEL WINDOWS. DOORS. ETC</u></b>   |      |          |      |        |
|         | <b><u>GALVANISED STEEL WINDOWS. DOORS. ETC</u></b>  |      |          |      |        |
|         | <b><u>WELDED SCREENS.GATES.ETC Steel gates and frames</u></b>   |      |          |      |        |
|         | <u>Welded screens and gates to ?</u>  |      |          |      |        |
| 1       | Gas cage  | No   | 1        |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | Section No. 3<br>Bill No. 7<br>Metalwork  |      |          |      |        |



|   | <b>Brought Forward</b>   |    |   |  |   |
|---|--|----|---|--|---|
| 2 | <p>Single gate formed of 40 x 60 x 2mm hollow section framing all round mitred and welded at angles with two 40 x 6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing (hinges, locking devices, etc, elsewhere): size 900 x 2032 high</p> <p><u>Burglar Proofing</u></p> | No | 1 |  | R |
| 3 | <p>Burglar Proofing to residential window size 1400 x 1600mm</p>   | No | 2 |  |   |
|   | <b>Carried Forward to Summary of Section No. 3</b>   |    |   |  | R |
|   | <p>Section No. 3<br/>Bill No. 7<br/>Metalwork</p>  |    |   |  |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 8</u></b></p> <p><b><u>PLASTERING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>User Note</u></p> <p><i>The following preambles are to be included only when specifically required by the principal agent</i></p> <p><b><u>GRANOLITHIC</u></b></p> <p><u>Method</u></p> <p>The method to be used shall be either the monolithic method or the bonded method</p> <p><u>Preparation</u></p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic</p> <p><u>Mix</u></p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic</p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 8<br>Plastering  |      |          |      |        |

|  |  |  |   |  |
|--|--|--|---|--|
| <p style="text-align: right;"><b>Brought Forward</b></p> <p><u>Panels</u></p> <p>Granolithic shall be laid in panels not exceeding 14m<sup>2</sup> for monolithic finishes, not exceeding 9,5m<sup>2</sup> for bonded finishes and not exceeding 6m<sup>2</sup> for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width</p> <p>Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints</p> <p><u>Laying</u></p> <p>Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels</p> <p>Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be throughly compacted and lightly wood floated to the required levels</p> <p>After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated</p> <p><u>Curing, seasoning and protection</u></p> <p>Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying</p> <p><u>Colour</u></p> <p>Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour</p> <p><b><u>SCREEDS</u></b></p> <p><u>Screeds wood floated, on concrete</u></p> |  |  | R |  |
| <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 3<br/>Bill No. 8<br/>Plastering</p>  |  |  | R |  |



| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>  |      |          |      |        |
|         | <b><u>BILL NO 9</u></b>   |      |          |      |        |
|         | <b><u>TILING</u></b>  |      |          |      |        |
|         | <b><u>WALL TILING</u></b>   |      |          |      |        |
|         | <b><u>FLOOR TILING</u></b>  |      |          |      |        |
|         | <u>300 x 300 x 11.5mm ceramic floor tiles (PC R 150/m2) fixed with adhesive to screed (screed elsewhere) and flush pointed with tinted waterproof jointing compound</u> |      |          |      |        |
| 1       | On floors and landings  | m2   | 148      |      |        |
| 2       | Skirting  | m    | 120      |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |      |          |      | R      |
|         | Section No. 3   |      |          |      |        |
|         | Bill No. 9  |      |          |      |        |
|         | Tiling  |      |          |      |        |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 10</u></b></p> <p><b><u>PLUMBING AND DRAINAGE (PROVISIONAL?)</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Wire gratings</u></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p><u>Stormwater channels</u></p> <p>Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material on site</p> <p><u>French drains</u></p> <p>Descriptions of french drains shall be deemed to include excavation, stone filling graded from 300mm diameter at bottom to 75mm diameter at top, "2" geofabric filter blanket over stone, 300mm earthfilling over and disposal of surplus material on site</p> <p><u>Septic tanks</u></p> <p>Descriptions of proprietary type septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions and disposal of surplus material on site</p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 10<br/>Plumbing and drainage</p>  |      |          |      |        |

|  |  |  |   |  |
|--|--|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u></p> <p>Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)</p> <p>Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)</p> <p>Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)</p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p> <p><u>Sealing of edges</u></p> <p>Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone</p> <p><u>uPVC pipes and fittings</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings</p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</p> <p><u>uPVC pressure pipes and fittings</u></p> <p>Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>High density polyethylene (HDPe) pipes and fittings</u></p> <p>Pipes shall be type IV and of the class specified with "Plasson" or "Alprene" compression fittings</p> |  |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 3<br/>Bill No. 10<br/>Plumbing and drainage</p>   |  |  | R |  |

|   |  |  |   |  |
|---|--|--|---|--|
| <p style="text-align: right;"><b>Brought Forward</b></p> <p><u>"Polycop" polypropylene pipes</u></p> <p>Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or where so described "Polylock" compression fittings</p> <p>Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p><u>Copper pipes</u></p> <p>Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level</p> |  |  | R |  |
| <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 3<br/>Bill No. 10<br/>Plumbing and drainage</p>   |  |  | R |  |



|   |  |  |   |  |
|---|--|--|---|--|
| <p style="text-align: right;"><b>Brought Forward</b></p> <p><u>Paper wrapping to pipes</u></p> <p>Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p><u>Disinfection of water pipework</u></p> <p>Water pipework is to be disinfected at completion in accordance with SABS 1200L (provision for disinfection elsewhere)</p> <p><u>"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.</u></p> <p>Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with ?% overlaps</p> <p>Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including mastic, tape, "Layflat" sheeting, securing of same, etc</p> <p>Prices for wrapping of pipes shall include for all work as described to couplings in the length</p> <p><u>Laying, backfilling, bedding, etc of pipes</u></p> <p>Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled</p> |  |  | R |  |
| <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 3<br/>Bill No. 10<br/>Plumbing and drainage</p>   |  |  | R |  |

|   |  |  |   |  |
|---|--|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following:<br/> SABS 1200L : Medium-pressure pipelines<br/> SABS 1200LD : Sewers<br/> SABS 1200LE: Stormwater drainage</p> <p>Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes)</p> <p>Unless otherwise described bedding of rigid pipes shall be Class B bedding</p> <p><u>General</u></p> <p>Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately)</p> <p>Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends</p> <p>Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 95% Mod AASHTO density and disposal of surplus material on site</p> <p>Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)</p> <p>Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)</p> |  |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 3<br/> Bill No. 10<br/> Plumbing and drainage</p>  |  |  | R |  |

|   | Brought Forward  |    |   | R |  |
|---|--|----|---|---|--|
|   | <u>As-built drawings</u>   |    |   |   |  |
|   | Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere) |    |   |   |  |
|   | <b><u>RAINWATER DISPOSAL</u></b>   |    |   |   |  |
|   | <b><u>SANITARY FITTINGS</u></b>  |    |   |   |  |
|   | <b><u>WASTE UNIONS ETC</u></b>   |    |   |   |  |
|   | <b><u>TRAPS ETC</u></b>  |    |   |   |  |
|   | <b><u>SANITARY PLUMBING</u></b>  |    |   |   |  |
|   | <b><u>ELECTRIC WATER HEATERS</u></b>   |    |   |   |  |
|   | <b><u>DRIP TRAYS. TANKS. ETC</u></b>   |    |   |   |  |
| 1 | 5kg "?" dry chemical powder fire extinguisher  | No | 3 |   |  |
|   | <b>Carried Forward to Summary of Section No. 3</b>   |    |   | R |  |
|   | Section No. 3  |    |   |   |  |
|   | Bill No. 10  |    |   |   |  |
|   | Plumbing and drainage  |    |   |   |  |



| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 12</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><u>Previously painted plastered surfaces</u></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><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></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 suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p>Unless otherwise described all paintwork on ceilings shall be deemed to be in the "white" colour group and paintwork on all other components shall be deemed to be in the "pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b></p> <p><b><u>ON INTERNAL GYPSUM PLASTER SURFACES</u></b></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p> |      |          |      |        |
| 1       | Ceilings and beams ("White colour Group)  | m2   | 134      |      |        |
|         | <b>Carried Forward</b>  |      |          | R    |        |
|         | Section No. 3<br>Bill No. 12<br>Paintwork   |      |          |      |        |



|   | Brought Forward   |    |    | R |  |
|---|---|----|----|---|--|
| 7 | <p><u>Spot priming bare wood surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition</u></p> <p>Doors</p> | m2 | 17 |   |  |
|   | <p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3<br/>Bill No. 12<br/>Paintwork</p>  |    |    | R |  |

| Bill No                         | <u>SECTION SUMMARY - BUILDING</u>        | Page No | Amount |
|---------------------------------|--|---------|--------|
| 1                               | Concrete, Formwork and Reinforcement     | 59      |        |
| 2                               | Waterproofing                            | 60      |        |
| 3                               | Roof Coverings                           | 61      |        |
| 4                               | Carpentry and Joinery                    | 63      |        |
| 5                               | Ceilings, Partitions and Access Flooring | 65      |        |
| 6                               | Ironmongery                              | 67      |        |
| 7                               | Metalwork                                | 69      |        |
| 8                               | Plastering                               | 72      |        |
| 9                               | Tiling                                   | 73      |        |
| 10                              | Plumbing and drainage                    | 79      |        |
| 11                              | Glazing                                  | 80      |        |
| 12                              | Paintwork                                | 83      |        |
| <b>Carried to Final Summary</b> |  |         | R      |
| Section No. 3                   |  |         |        |



| Section No | <u>FINAL SUMMARY</u>  | Page No | Amount |
|------------|---|---------|--------|
| 1          | PRELIMINARIES   | 54      |        |
| 2          | ALTERATIONS   | 57      |        |
| 3          | BUILDING  | 84      |        |
|            | MARIBE ECD Sub total (VAT excl.) CARRIED TO CLUSTER SUMMARY |         | R      |
|            | Carried to Final Cluster Summary                            |         | R      |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <p><b><u>SECTION NO.1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES NOTES</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><b><u>General</u></b></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein</p> <p>iv) 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</p> <p>iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>vi) 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, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time</p> |          |      |        |
|         | <b>Carried Forward</b>   |          | R    |        |
|         | Section No. 1<br>Bill No. 1<br>Preliminaries   |          |      |        |

Brought Forward

R

vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

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

**Agreement** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

**Contract Drawings** means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended by replacing it with the following:

**Contract Sum** means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Carried Forward

R

Section No. 1  
Bill No. 1  
Preliminaries

**Brought Forward**

R

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

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

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

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

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

**Carried Forward**

R

Section No. 1  
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**Brought Forward**

R

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

**"Principal Agent"** means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

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

**Security** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Fixed

Item

Value Related

Item

Time Related

Item

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

2 Offer, acceptance and performance (clause 2)

Fixed

Item

Value Related

Item

Time Related

Item

**Carried Forward**

R

Section No. 1  
Bill No. 1  
Preliminaries

|   | Brought Forward   |  |      | R |
|---|---|--|------|---|
| 3 | <p>Documents (clause 3)</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p><b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b>, to which <b>the employer, principal agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 4 | <p>Design responsibility (clause 4)</p>   |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 5 | <p>Employer's agents (clause 5)</p>   |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 6 | <p>Contractor's site representative (clause 6)</p>  |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
|   | <b>Carried Forward</b>  |  |      | R |
|   | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |      |   |

|   | <b>Brought Forward</b>   |               |      | R |
|---|--|---------------|------|---|
| 7 | <p>Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> | Fixed         | Item |   |
|   |  | Value Related | Item |   |
|   |  | Time Related  | Item |   |
| 8 | <p>Works risk (clause 8)</p>   | Fixed         | Item |   |
|   |  | Value Related | Item |   |
|   |  | Time Related  | Item |   |
|   | <b>Carried Forward</b>   |               |      | R |
|   | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |               |      |   |

|    | Brought Forward   |  | R |
|----|---|--|---|
| 9  | <p>Indemnities (clause 9)</p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p> |  |   |
| 10 | <p>Works insurances (clause 10)</p> <p>Clause 10.0 is amended by the addition of the following clauses</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p>  |  |   |
|    | <b>Carried Forward</b>  |  | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |   |



| <b>Brought Forward</b>  | R |
|---|---|
| <p>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and material paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>   |   |
| <b>10.6 Injury to Persons or loss of or damage to Properties</b>  |   |
| <p>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>c) The <b>contractor</b> shall, upon receiving a <b>contract instruction</b> from the <b>principal agent</b>, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b></p> |   |
| <b>Carried Forward</b>  | R |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |   |

**Brought Forward**

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

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

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| <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> <p><b>10.7.4</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> |  |      |
| Fixed  |  | Item |
| Value Related  |  | Item |
| <b>Carried Forward</b>   |  | R    |
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|    |  | Time Related           | Item |   |
| 11 | Liability insurances (clause 11)   |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 12 | Effecting insurances (clause 12)   |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 13 | No clause (clause 13)  |                        | Item |   |
| 14 | Security (clause 14)   |                        |      |   |
|    | Clause 14.0 is amended by:-  |                        |      |   |
|    | i) The addition of the following clauses:-   |                        |      |   |
|    | Clause 14.7.3  |                        |      |   |
|    | "Hand the site over to the <b>contractor</b> subject to agreement that shall be made between the <b>employer</b> and the <b>contractor</b> " |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    |  | <b>Carried Forward</b> |      | R |
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|----|---|---------------|------|---|
|    | <b><u>Execution (A15 - A23)</u></b>   |               |      |   |
| 15 | <p>Preparation for and execution of the works (clause 15)</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) <b>calendar days of commencement date</b></p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1</p> | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
| 16 | Access to the works (clause 16)   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
| 17 | Contract instructions (clause 17)   | Fixed         | Item |   |
|    |   | Value Related | Item |   |
|    |   | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |               |      | R |
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|    | Brought Forward  |  | R   |
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| 18 | <p>Setting out of the works (clause 18)</p> <p><i>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</i></p> <p><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i></p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| 19 | <p>Assignment (clause 19)</p>  | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| 20 | <p>Nominated sub-contractors (clause 20)</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>   | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
|    | <b>Carried Forward</b>   |  | R   |
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|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
| 21 | Selected sub-contractors (clause 21)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 22 | Employer's direct contractors (clause 22)  |      |  |   |
|    | <i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i> |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 23 | Contractor's domestic sub-contractors (Clause 23)  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>COMPLETION</u></b>   |      |  |   |
|    | <b><u>Completion (A24-A30)</u></b>   |      |  |   |
| 24 | Practical completion (clause 24)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
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| 25 | Works completion (clause 25)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 26 | Final completion (clause 26)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 27 | Latent defects liability period (clause 27)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 28 | Sectional completion (clause 28)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 29 | Revision of date of practical completion (clause 29)  |      |  |   |
|    | <p>Clause 29.1.1 shall be deemed to be omitted and replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above</p> |      |  |   |
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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

Fixed

Item

Value Related

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| 30 | Penalty for non-completion (clause 30)<br><br>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0<br><br><div style="text-align: right; margin-right: 100px;">Fixed</div> <div style="text-align: right; margin-right: 100px;">Value Related</div> <div style="text-align: right; margin-right: 100px;">Time Related</div>   | Item<br><br>Item<br><br>Item |   |
|    | <b><u>Payment (A31 - A35)</u></b>   |                              |   |
| 31 | Interim payment to the contractor (clause 31)<br><br>Clause 31.9 is amended by replacing "seven (7) <b>calender</b> days" with "thirty (30) <b>calender</b> days" and by deleting the words "subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due"<br><br>Clause 31.12 is amended by deleting the following<br><br>Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due<br><br><div style="text-align: right; margin-right: 100px;">Fixed</div> <div style="text-align: right; margin-right: 100px;">Value Related</div> <div style="text-align: right; margin-right: 100px;">Time Related</div> | Item<br><br>Item<br><br>Item |   |
| 32 | Adjustment to the contract value (clause 32)<br><br>Clause 32.0<br><br>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:<br><br>"due to no fault of the <b>contractor</b> "<br><br><div style="text-align: right; margin-right: 100px;">Fixed</div> <div style="text-align: right; margin-right: 100px;">Value Related</div> <div style="text-align: right; margin-right: 100px;">Time Related</div>   | Item<br><br>Item<br><br>Item |   |
| 33 | Recovery of expense and loss (clause 33)<br><br><div style="text-align: right; margin-right: 100px;">Fixed</div>  | Item                         |   |
|    | <b>Carried Forward</b>  |                              | R |
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|    | <b>Brought Forward</b>  |      | R |
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|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 34 | Final account and final payment (clause 34)   |      |   |
|    | Clause 34.0   |      |   |
|    | Clause 34.2 is amended by inserting # next to 34.2  |      |   |
|    | Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due" |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 35 | Payment to other parties (clause 35)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
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|    | <b><u>Cancellation (A36-A39)</u></b>  |      |   |
| 36 | <p>Cancellation by employer - contractor's default (clause 36)</p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
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| 37 | <p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>      |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
| 38 | <p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b>Carried Forward</b>   |      | R |
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|----|--|-------------------------------------|---|
| 39 | <p>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>Dispute Settlement (A40)</u></b></p>  | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 40 | <p>Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>State Provision (A41)</u></b></p> | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 41 | <p>State Substitutions (clause 41)</p> <p>Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:</p> <p>40.1 Should any dispute between the <b>employer</b>, his</p>   |                                     |   |
|    | <b>Carried Forward</b>   |                                     | R |
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**agents or principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution thereof. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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|----|---|------|--|---|
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b><u>Contract Variables (A41)</u></b>  |      |  |   |
| 42 | The Schedule (clause 42)  |      |  |   |
|    | <i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>     |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b><u>SECTION B: PRELIMINARIES</u></b>  |      |  |   |
|    | <b><u>Definition and interpretation (B1)</u></b>  |      |  |   |
| 43 | Definition and interpretation   |      |  |   |
|    | See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section |      |  |   |
|    | Fixed   | Item |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
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|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b><u>Documents (B2)</u></b>  |      |   |
| 44 | Checking of documents (B2.1)  |      |   |
|    | <b><i>These bills of quantities:</i></b>  |      |   |
|    | <b><i>(1) contain pages and annexes as indexed, and;</i></b>  |      |   |
|    | <b><i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i></b>  |      |   |
|    | <b><i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i></b> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 45 | Provisional bills of quantities (B2.2)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 46 | Availability of construction documentation (B2.3)   |      |   |
|    | <b><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></b>  |      |   |
|    | Fixed   | Item |   |
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|    |  | Brought Forward        |  |      |   |
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|    |  |                        |  |      | R |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 47 | Interests of agents (B2.4)   |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 48 | Priced documents (B2.5)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 49 | Tender submission (B2.6)   |                        |  |      |   |
|    | <b><i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i></b> |                        |  |      |   |
|    | <b><i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i></b>  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
|    | <b><u>The site (B3)</u></b>  |                        |  |      |   |
| 50 | Defined works area (B3.1)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 51 | Geotechnical investigation (B3.2)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | <b>Carried Forward</b> |  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |                        |  |      |   |

|    |  | Brought Forward        |      | R        |
|----|--|------------------------|------|----------|
|    |  | Value Related          | Item |          |
|    |  | Time Related           | Item |          |
| 52 | Inspection of the site (B3.3)<br><br><i><b>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</b></i><br><br><i><b>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</b></i> |                        |      |          |
|    |  | Fixed                  | Item |          |
|    |  | Value Related          | Item |          |
|    |  | Time Related           | Item |          |
| 53 | Existing premises occupied (B3.4)  |                        |      |          |
|    |  | Fixed                  | Item |          |
|    |  | Value Related          | Item |          |
|    |  | Time Related           | Item |          |
| 54 | Previous work - dimensional accuracy (B3.5)<br><br><i><b>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</b></i>   |                        |      |          |
|    |  | Fixed                  | Item |          |
|    |  | Value Related          | Item |          |
|    |  | Time Related           | Item |          |
| 55 | Previous work - defects (B3.6)   |                        |      |          |
|    |  | Fixed                  | Item |          |
|    |  | <b>Carried Forward</b> |      | <b>R</b> |
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|    |   | <b>Brought Forward</b> |      | R |
|----|---|------------------------|------|---|
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 56 | Services - known (B3.7)                         |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 57 | Services - unknown (B3.8)                       |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 58 | Protection of trees, etc (B3.9)                 |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 59 | Articles of value (B3.10)                       |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 60 | Inspection of adjoining properties, etc (B3.11) |                        |      |   |
|    |   | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
|    |   | <b>Carried Forward</b> |      | R |
|    | Section No. 1                                   |                        |      |   |
|    | Bill No. 1                                      |                        |      |   |
|    | Preliminaries                                   |                        |      |   |

|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | <b><u>Management of contract (B4)</u></b>   |      |   |
| 61 | Management of the works (B4.1)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 62 | Programming for the works (B4.2)  |      |   |
|    | <p>Clause B4.2 is hereby amended by the addition of the following:</p> <p>Programme:</p> <p>The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.</p> <p>The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.</p> <p>The contractor shall ensure that the contract programme:</p> <ol style="list-style-type: none"> <li>1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.</li> <li>2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.</li> <li>3. shall be in accordance with the dates given herein for possession and practical completion; and</li> <li>4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.</li> <li>5. shall be accompanied by a full written method statement</li> </ol> <p>The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.</p> <p>Following on these comments the contractor shall amend the contract programme and method statement</p> |      |   |
|    | <b>Carried Forward</b>  |      | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

|  |          |
|--|----------|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.</p> <p>The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.</p> <p>The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.</p> <p>No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.</p> <p>Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.</p> <p>Development of the contract programme and method statement</p> <p>Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.</p> <p>Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.</p> <p>Revisions to the contract programme</p> | <p>R</p> |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  | <p>R</p> |

|   |          |
|---|----------|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.</p> <p>Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.</p> <p>A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.</p> <p>Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.</p> <p>The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.</p> <p><b>Progress Monitoring</b></p> <p>The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.</p> <p>The status of each activity must also be reported as follows:</p> <p>Target - If the activity is not complete, the latest predicted completion date shall be supplied.</p> <p>Start - If the activity has commenced, the actual date shall be supplied.</p> <p>Finish - If the activity is complete, the actual completion date shall be supplied.</p> | <p>R</p> |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/> Bill No. 1<br/> Preliminaries</p>   | <p>R</p> |





|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | <p>3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.</p> <p>A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.</p> <p>The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.</p> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 63 | Progress meetings (B4.3)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 64 | Technical meetings (B4.4)   |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
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|    |   | <b>Brought Forward</b> |      |          |
|----|---|------------------------|------|----------|
| 65 | Labour and plant records (B4.5)   |                        |      | R        |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b> |                        |      |          |
| 66 | Samples of materials (B5.1)   |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 67 | Workmanship samples (B5.2)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 68 | Shop drawings (B5.3)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 69 | Compliance with manufacturer's instructions (B5.4)                        |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Temporary works and plant (B6)</u></b>                              |                        |      |          |
| 70 | Deposits and fees (B6.1)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   |                        |      |          |
|    |   | <b>Carried Forward</b> |      | <b>R</b> |
|    | Section No. 1   |                        |      |          |
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|    |  | <b>Brought Forward</b> |      | R |
|----|--|------------------------|------|---|
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 71 | Enclosure of the works (B6.2)                | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 72 | Advertising (B6.3)                           | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 73 | Plant, equipment, sheds and offices (B6.4)   | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 74 | Main notice board (B6.5)                     | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 75 | Subcontractors notice board (B6.6)           | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    |  | <b>Carried Forward</b> |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                        |      |   |

|    |  | Brought Forward        |      | R |
|----|--|------------------------|------|---|
|    | <b><u>Temporary services (B7)</u></b>        |                        |      |   |
| 76 | Location (B7.1)                              |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 77 | Water (B7.2)                                 |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 78 | Electricity (B7.3)                           |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 79 | Telecommunication facilities (B7.4)          |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 80 | Ablution facilities (B7.5)                   |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    | <b><u>Prime cost amounts (B8)</u></b>        |                        |      |   |
| 81 | Responsibility for prime cost amounts (B8.1) |                        |      |   |
|    |  | Fixed                  | Item |   |
|    |  |                        |      |   |
|    |  | <b>Carried Forward</b> |      | R |
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|    | <b>Brought Forward</b>   |      | R |
|----|--|------|---|
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b><u>Attendance on nominated and selected subcontractors (B9)</u></b>   |      |   |
| 82 | General attendance (B9.1)  |      |   |
|    | The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted only if the scope of the work has changed |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
| 83 | Special attendance (B9.2)  |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
| 84 | Commissioning - Fuel, water and electricity (B9.3)   |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b><u>Financial aspects (B10)</u></b>  |      |   |
| 85 | Statutory taxes, duties and levies (B10.1)   |      |   |
|    | <i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>  |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b>Carried Forward</b>   |      | R |
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|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
| 86 | Payment of preliminaries (B10.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 87 | Adjustment of preliminaries (B10.3)   |      |  |   |
|    | Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> " |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 88 | Payment certificate cash flow (B10.4)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b><u>General (B11)</u></b>   |      |  |   |
| 89 | Protection of works (B11.1)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 90 | Protection/isolation of existing/sectionally occupied works(B11.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
|    | Section No. 1   |      |  |   |
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|    |  | <b>Brought Forward</b> |      | R |
|----|--|------------------------|------|---|
| 91 | Site security (B11.3)                        | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 92 | Notice before covering work (B11.4)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 93 | Disturbance (B11.5)                          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 94 | Enviromental disturbance (B11.6)             | Fixed                  | Item |   |
|    |  | Time Related           | Item |   |
|    |  | Value Related          | Item |   |
| 95 | Works cleaning and clearing (B11.7)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 96 | Vermin (B11.8)                               | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    |  | <b>Carried Forward</b> |      | R |
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|     |   | <b>Brought Forward</b> |      | R |
|-----|---|------------------------|------|---|
| 97  | Overhand work (B11.9)   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 98  | Instruction manuals and guarantees (B11.10)   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 99  | As built information (B11.11)   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
| 100 | Tenant installations (B11.12)   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     | <b><u>Schedule of variables (B12)</u></b>   |                        |      |   |
| 101 | Pre-tender information (B12.1)  |                        |      |   |
|     | <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b>.</p> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     |   | <b>Carried Forward</b> |      | R |
|     | Section No. 1   |                        |      |   |
|     | Bill No. 1  |                        |      |   |
|     | Preliminaries   |                        |      |   |

|   | Brought Forward               |          |
|---|-------------------------------|----------|
| <p><b>12.1.1 Provisional bills of quantities (B12.1.1)</b></p> <p>The quantities are provisional:</p> <p style="text-align: right;"><b>Yes</b></p> <p><b>12.1.2 Availability of construction documentation (B12.1.2)</b></p> <p>Construction documentation is complete:</p> <p style="text-align: right;"><b>Yes</b></p> <p><b>12.1.3 Interest of agents (B12.1.3)</b></p> <p style="text-align: right;"><b>No</b></p> <p><b>12.1.4 Defined works area (B12.1.4)</b></p> <p><i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i></p> <p><b>12.1.5 Geotechnical investigation (B12.1.5)</b></p> <p>The geotechnical report is available for viewing at the offices of the Principal Agent</p> <p style="text-align: right;"><b>Yes</b></p> <p><b>12.1.6 Existing premises occupied (B12.1.6)</b></p> <p>[3.4] Specific requirements:<br/>The contractor shall execute the works with as little noise and disturbance as possible</p> <p><b>12.1.6 Existing premises occupied</b></p> <p>[3.4] Specific requirements:<br/>The contractor shall execute the works with as little noise and disturbance as possible</p> <p>12.1.7 Previous work - Dimensional accuracy (B12.1.7)</p> <p>[3.5] Details:<br/>No additional details</p> <p style="text-align: right;"><b>No</b></p> | <p><b>Brought Forward</b></p> | <p>R</p> |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   | <p><b>Carried Forward</b></p> | <p>R</p> |

|   |  |   |  |
|---|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>12.1.8 Previous work - defects</b></p> <p>[3.6] Details:<br/>No additional details</p> <p>12.1.9 Services - known (B12.1.9)</p> <p style="text-align: center;"><b>Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent</b></p> <p><b>12.1.10 Protection of trees</b></p> <p>[3.9] Specific requirements:<br/>No trees to be damaged or removed except those specifically designated in writing by the Architect</p> <p><b>12.1.11 Inspection of adjoining properties</b></p> <p>[3.11] Specific requirements:<br/>None</p> <p><b>12.1.12 Enclosure of the works</b></p> <p>[6.2] Specific requirements:<br/>Areas where work is taking place shall at all times be blocked off by appropriate means</p> <p><b>12.1.13 Offices</b></p> <p>[6.4.3] Specific requirements:<br/>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  | R |  |



| Brought Forward   |          | R |
|---|----------|---|
| <b>12.1.19 Ablution facilities</b>  |          |   |
| [7.5] Option A (by <b>contractor</b> )  | (yes/no) |   |
| YES   |          |   |
| Option B (by <b>employer</b> )  | (yes/no) |   |
| NO  |          |   |
| <b>12.1.20 Protection of existing/sectionally occupied works</b>  |          |   |
| [11.2] Protection is required   | (yes/no) |   |
| YES   |          |   |
| <b>12.1.21 Special attendance</b>   |          |   |
| The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance   |          |   |
| [9.2] <b>Subcontractor</b> (1) Details:   |          |   |
| <b>Subcontractor</b> (2) Details:   |          |   |
| <b>Subcontractor</b> (3) Details:   |          |   |
| <b>12.1.22 Protection of the works</b>  |          |   |
| [11.1] Specific requirements:   |          |   |
| All work that requires protection during construction must be adequately protected up to practical completion by the <b>contractor</b>  |          |   |
| <b>12.1.23 Disturbance</b>  |          |   |
| [11.5] Specific requirements:   |          |   |
| The <b>contractor</b> shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b> |          |   |
| Carried Forward   |          | R |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |          |   |

|     |   |                        |      |   |
|-----|---|------------------------|------|---|
|     |   | <b>Brought Forward</b> |      | R |
|     | <b>12.1.24 Environmental disturbance</b>  |                        |      |   |
|     | [11.6] Specific requirements:<br>None   |                        |      |   |
| 102 | Post-tender information (B12.2)   |                        |      |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     | <b>12.2.1 Payment of preliminaries</b>  |                        |      |   |
|     | [10.2] Option A (prorated) (yes/no)<br>YES  |                        |      |   |
|     | Option B (calculated) (yes/no)<br>NO  |                        |      |   |
|     | <b>12.2.2 Adjustment of preliminaries</b>   |                        |      |   |
|     | [10.3] Option A (three categories) (yes/no)<br>YES  |                        |      |   |
|     | Option B (detailed breakdown) (yes/no)<br>NO  |                        |      |   |
|     | <b>12.2.3 Additional agreed preliminaries items</b>   |                        |      |   |
|     | Details:<br>None  |                        |      |   |
| 103 | Other post tender information (B12.3)   |                        |      |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |                        |      |   |
|     |   | Fixed                  | Item |   |
|     |   | Value Related          | Item |   |
|     |   | Time Related           | Item |   |
|     |   | <b>Carried Forward</b> |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |                        |      |   |

|            | Brought Forward  |  | R   |
|------------|--|--|---|
|            | <b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>  |  |   |
|            | <b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item  |  |   |
| <b>104</b> | <p><b>Clause C1 - Contract drawings</b></p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| <b>105</b> | <p><b>Clause C2 - General Preambles</b></p> <p>The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full decriptions of work to be done and materials to be used.</p>   | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
|            | <b>Carried Forward</b>   |  | R   |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries   |  |   |





|   | Brought Forward  |      | R |
|---|--|------|---|
| 108   | <p><b>Clause C5 - Overtime</b></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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will be borne by the employer</p> |      |   |
|   | Fixed  | Item |   |
|   | Value Related  | Item |   |
|   | Time Related   | Item |   |
| 109   | <p><b>Clause C6 - As-built drawings</b></p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>   |      |   |
|   | Fixed  | Item |   |
|   | Value Related  | Item |   |
|   | Time Related   | Item |   |
| 110   | <p><b>Clause C5 - Labour record</b></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 description of tradesmen and labourers employed by him and all subcontractors on the works each day</p>   |      |   |
|   | Fixed  | Item |   |
|   | Value Related  | Item |   |
|   | Time Related   | Item |   |
|   | <b>Carried Forward</b>   |      | R |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p> |  |      |   |

|     | Brought Forward   |                      | R |
|-----|---|----------------------|---|
| 111 | <p><b>Clause C6 - Plant record</b></p> <p>At the end of each calendar 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, currently used on the works</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p> | Item<br>Item<br>Item |   |
| 112 | <p><b>Clause C7 - Non-cession of monies</b></p> <p>The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p>  | Item<br>Item<br>Item |   |
|     | <b>Carried Forward</b>  |                      | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |                      |   |

|     |   |      |   |
|-----|---|------|---|
|     | <b>Brought Forward</b>  |      | R |
| 113 | <p><b>Clause C8 - Occupational Health and Safety Act</b></p> <p>The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the <b>contractor</b> to thoroughly study the <b>latest</b> Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b>.</p> <p>The <b>contractor</b> must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 114 | <p><b>Clause C9 - Viewing of the school areas</b></p> <p>The <b>site</b> is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the <b>site</b> for tendering purposes</p>   |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | <b>Carried Forward</b>  |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |

|     | Brought Forward   |      | R |
|-----|---|------|---|
|     | Time Related  | Item |   |
| 115 | <p><b>Clause C10 - Commencement of Works in School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> must give the Principal or other responsible staff member notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p>  |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 116 | <p><b>Clause C11 - Entrance Permits to School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer</p>   |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 117 | <p><b>Clause C12 - Security Check of Personnel</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> |      |   |
|     | Fixed   | Item |   |
|     | <b>Carried Forward</b>  |      | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

|            | Brought Forward  |      | R |
|------------|--|------|---|
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>118</b> | <p><b>Clause C13 - HIV/Aids Awareness</b></p> <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b>. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>119</b> | <p><b>Clause C13.1 - Awareness Champion</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>  |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
|            | <b>Carried Forward</b>   |      | R |
|            | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |      |   |

|            | <b>Brought Forward</b>  |      | R |
|------------|---|------|---|
| <b>120</b> | <b>Clause C13.2 - Awareness Workshop</b><br><br>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>121</b> | <b>Clause C13.3 - Posters, booklets, videos, etc.</b><br><br>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>122</b> | <b>Clause C13.4 - Access to Condoms</b><br><br>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
|            | <b>Carried Forward</b>  |      | R |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |

|     | Brought Forward  |  |  | R |
|-----|--|--|--|---|
| 123 | <p><b>Clause C13.5- Monitoring</b></p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p> |  |  |   |
|     | <b>Carried to Final Summary</b>  |  |  | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  |  |   |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <p><b><u>BILL NO 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as 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. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General</u></p> <p>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. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> |          |      |        |
|         | <b>Carried Forward</b>  |          | R    |        |
|         | <p>Section No. 2<br/>Bill No. 1<br/>Alterations</p>   |          |      |        |



|   | <b>Brought Forward</b>   |    |    | R |
|---|--|----|----|---|
|   | <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>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)</p> |    |    |   |
|   | <b><u>REMOVAL OF EXISTING WORK</u></b>   |    |    |   |
|   | <u>Taking out and removing ironmongery</u>   |    |    |   |
| 1 | Mortice lockset from timber door   | No | 2  |   |
|   | <b><u>MAKING GOOD OF FINISHES ETC</u></b>  |    |    |   |
|   | <u>Making good untinted granolithic</u>  |    |    |   |
| 2 | 30mm Thick on floors in patches  | m2 | 20 |   |
|   | <b><u>Electrical works</u></b>   |    |    |   |
| 3 | Removal of wooden door size 813 x 2032mm   | No | 1  |   |
|   | <b>Carried to Final Summary</b>  |    |    | R |
|   | Section No. 2  |    |    |   |
|   | Bill No. 1   |    |    |   |
|   | Alterations  |    |    |   |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m<sup>3</sup> for the top 50mm and 400kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 1<br/>Concrete, Formwork and Reinforcement</p>  |      |          |      |        |

|   | <b>Brought Forward</b>   |    |    | R |
|---|--|----|----|---|
|   | <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p><b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b></p> |    |    |   |
| 1 | Ramps  | m3 | 1  |   |
|   | <p><b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b></p>   |    |    |   |
| 2 | Aprons cast in panels  | m3 | 35 |   |
| 3 | Thickening down apron on edge 110mm deep x 200mm wide  | m  | 88 |   |
| 4 | Aprons and Pavings to falls  | m2 | 67 |   |
|   | <p><b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY III)</u></b></p> <p><u>Smooth formwork to sides</u></p>   |    |    |   |
| 5 | Edges,risers,ends and reveals not exceeding 300mm high or wide circular to(not?)exceeding 1m radius  | m  | 90 |   |
| 6 | Reveals of openings in sliding/climbing formwork not exceeding 300mm wide  | m  | 25 |   |
|   | <b>Carried Forward to Summary of Section No. 3</b>   |    |    | R |
|   | Section No. 3  |    |    |   |
|   | Bill No. 1   |    |    |   |
|   | Concrete, Formwork and Reinforcement   |    |    |   |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>  |      |          |      |        |
|         | <b><u>BILL NO 2</u></b>   |      |          |      |        |
|         | <b><u>WATERPROOFING</u></b>   |      |          |      |        |
|         | <u>Waterproofing</u>  |      |          |      |        |
|         | Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs |      |          |      |        |
| 1       | To roofs  | m2   | 140      |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |      |          |      | R      |
|         | Section No. 3   |      |          |      |        |
|         | Bill No. 2  |      |          |      |        |
|         | Waterproofing   |      |          |      |        |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 3</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Decorative thermosetting plastic laminate covering</u></p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p><b><u>STRUCTURAL TIMBERWORK ETC</u></b></p> <p><b><u>FLOORS AND SKIRTINGS</u></b></p> <p><b><u>DOORS ETC</u></b></p> <p><u>Wrought meranti doors hung to steel frames</u></p> |      |          |      |        |
| 1       | 40mm Single panel stable door 813 x 2032mm high with rebated meeting rails, each leaf of 200mm wide top rail, stiles and bottom rail and 40 x 100mm brace, filled in with 7mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint  | No   | 1        |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 3<br>Carpentry and Joinery   |      |          |      |        |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 4</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Ceilings</u></p> <p>Unless otherwise described ceilings shall be deemed to be horizontal</p> <p><u>Bulkheads</u></p> <p>Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features</p> <p>Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings</p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 4<br/>Ceilings, Partitions and Access Flooring</p>   |      |          |      |        |

|   | Brought Forward  |    |     | R |
|---|--|----|-----|---|
|   | <u>User note</u>   |    |     |   |
|   | <i>Circular bulkheads shall be given separately</i>  |    |     |   |
|   | <b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b>  |    |     |   |
|   | <u>Sawn softwood</u>   |    |     |   |
|   | <b><u>NAILED-UP CEILINGS</u></b>   |    |     |   |
|   | <u>SUPPLEMENTARY PREAMBLES</u>   |    |     |   |
|   | <u>Openings</u>  |    |     |   |
|   | <u>6mm Fibre-cement plain ceiling boards with H-profile galvanised steel jointing strips over joints</u>   |    |     |   |
| 1 | Ceilings including 38 x 38mm sawn softwood brander at 450mm centres generally in one direction and 38 x 38mm branders and cross branders at joints and edges of boards   | m2 | 141 |   |
| 2 | Extra over ceiling for 600 x 600mm trap door of 50 x 76mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around | No | 2   |   |
|   | <u>Gypsum plasterboard cornices</u>  |    |     |   |
| 3 | 76mm Coved cornices  | m  | 89  |   |
|   | <b>Carried Forward to Summary of Section No. 3</b>   |    |     | R |
|   | Section No. 3  |    |     |   |
|   | Bill No. 4   |    |     |   |
|   | Ceilings, Partitions and Access Flooring   |    |     |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 5</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Proprietary items</u></p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p> <p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:<br/>           BS Satin bronze lacquered<br/>           CH Chromium plated<br/>           SC Satin chromium plated<br/>           SE Silver enamelled<br/>           GE Grey enamelled<br/>           AN Anodised natural<br/>           AS Anodised silver<br/>           AB Anodised bronze<br/>           AG Anodised gold<br/>           ABL Anodised black<br/>           PB Polished brass<br/>           PL Polished and lacquered<br/>           PT Epoxy coated<br/>           SD Sanded</p> <p><b><u>HINGES, BOLTS, ETC</u></b></p> <p><u>Manufactured by "?"</u></p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 5<br>Ironmongery   |      |          |      |        |



|  |  | Brought Forward |  |   | R |
|--|--|-----------------|--|---|---|
| <b><u>CATCHES. CABIN HOOKS. ETC</u></b>  |  |                 |  |   |   |
| <u>Manufactured by "?"</u>   |  |                 |  |   |   |
| <b><u>LOCKS</u></b>  |  |                 |  |   |   |
| <b><u>"EN-SUITE" LOCKS</u></b>   |  |                 |  |   |   |
| The following locks are to be suitable for master key operation                  |  |                 |  |   |   |
| The following locks are to be suitable for master and grand master key operation |  |                 |  |   |   |
| <u>Manufactured by "?"</u>   |  |                 |  |   |   |
| <u>In accordance with "?" catalogue</u>  |  |                 |  |   |   |
| 1  | ?mm "Ref ?" padlock  | No              |  | 1 |   |
| <u>User note</u>   |  |                 |  |   |   |
| <b><u>LOCKS</u></b>  |  |                 |  |   |   |
| 2  | 75mm Three lever upright mortice lockset with satin chrome furniture | No              |  | 3 |   |
| <u>Manufactured by "?"</u>   |  |                 |  |   |   |
| <b>Carried Forward to Summary of Section No. 3</b>                               |  |                 |  |   |   |
| Section No. 3  |  |                 |  |   | R |
| Bill No. 5   |  |                 |  |   |   |
| Ironmongery  |  |                 |  |   |   |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 6</u></b></p> <p><b><u>METALWORK</u></b></p> <p><u>User note</u></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><b><u>STEEL GATES. SCREENS. ETC</u></b></p> <p><b><u>STEEL MINOR WORK</u></b></p> <p><b><u>PRESSED STEEL DOOR FRAMES</u></b></p> <p><b><u>GALVANISED PRESSED STEEL DOOR FRAMES</u></b></p> <p><b><u>STEEL WINDOWS. DOORS. ETC</u></b></p> <p><b><u>GALVANISED STEEL WINDOWS. DOORS. ETC</u></b></p> <p><b><u>WELDED SCREENS.GATES.ETC Steel gates and frames</u></b></p> <p><u>Welded screens and gates</u></p> |      |          |      |        |
| 1       | Gas cage  | No   | 1        |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | Section No. 3<br>Bill No. 6<br>Metalwork  |      |          |      |        |

|   | Brought Forward  |    |   |   |  |
|---|--|----|---|---|--|
| 2 | <p>Single gate formed of 40 x 60 x 2mm hollow section framing all round mitred and welded at angles with two 40 x 6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing (hinges, locking devices, etc, elsewhere): size 900 x 2032 high</p> <p><u>Burglar Proofing</u></p> | No | 1 | R |  |
| 3 | <p>Burglar Proofing to residential window size 1400 x 1600mm</p>   | No | 2 |   |  |
|   | <p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3<br/>Bill No. 6<br/>Metalwork</p>  |    |   | R |  |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 7</u></b></p> <p><b><u>PLASTERING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>User Note</u></p> <p><i>The following preambles are to be included only when specifically required by the principal agent</i></p> <p><b><u>GRANOLITHIC</u></b></p> <p><u>Method</u></p> <p>The method to be used shall be either the monolithic method or the bonded method</p> <p><u>Preparation</u></p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic</p> <p><u>Mix</u></p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic</p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 7<br/>Plastering</p>   |      |          |      |        |

|  |  |  |   |  |
|--|--|--|---|--|
| <p style="text-align: right;"><b>Brought Forward</b></p> <p><u>Panels</u></p> <p>Granolithic shall be laid in panels not exceeding 14m<sup>2</sup> for monolithic finishes, not exceeding 9,5m<sup>2</sup> for bonded finishes and not exceeding 6m<sup>2</sup> for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width</p> <p>Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints</p> <p><u>Laying</u></p> <p>Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels</p> <p>Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be throughly compacted and lightly wood floated to the required levels</p> <p>After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated</p> <p><u>Curing, seasoning and protection</u></p> <p>Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying</p> <p><u>Colour</u></p> <p>Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour</p> <p><b><u>SCREEDS</u></b></p> <p><u>Screeds wood floated, on concrete</u></p> |  |  | R |  |
| <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 3<br/>Bill No. 7<br/>Plastering</p>  |  |  | R |  |



| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>   |          |      |        |
|         | <b><u>BILL NO 8</u></b>  |          |      |        |
|         | <b><u>ELECTRICAL WORK</u></b>  |          |      |        |
|         | <u>Distribution boards etc</u>   |          |      |        |
|         | Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings |          |      |        |
|         | <u>Switches, socket outlets, etc</u>   |          |      |        |
|         | Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates  |          |      |        |
|         | <u>Light fittings</u>  |          |      |        |
|         | Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described  |          |      |        |
|         | <b><u>MUNICIPAL CONNECTION</u></b>   |          |      |        |
|         | <b><u>GENERAL LIGHTING AND POWER</u></b>   |          |      |        |
|         | <b><u>CONDUITS ETC</u></b>   |          |      |        |
|         | <u>Rigid PVC conduits</u>  |          |      |        |
| 1       | 22mm Diameter  | m        | 10   |        |
| 2       | 50 x 100 x 50mm Outlet box   | No       | 2    |        |
| 3       | 100 x 100 x 50mm Outlet box  | No       | 2    |        |
|         | <b><u>CONDUCTORS</u></b>   |          |      |        |
|         | <u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u>   |          |      |        |
| 4       | 2.5 mm <sup>2</sup>  | m        | 21   |        |
|         | <b>Carried Forward</b>   |          |      | R      |
|         | Section No. 3<br>Bill No. 8<br>Electrical installations  |          |      |        |

|  | Brought Forward  |    |    |      |   |
|--|--|----|----|------|---|
| 5  | 4 mm <sup>2</sup>  | m  | 36 |      | R |
|  | <b><u>DRAW-WIRES</u></b>   |    |    |      |   |
| 6  | Galvanised steel draw-wires drawn into conduit                     | m  | 29 |      |   |
|  | <b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>                  |    |    |      |   |
| 7  | 16A Flush mounted one lever one-way switch unit                    | No | 2  |      |   |
| 8  | 16A Three pin flush mounted socket outlet with switch, double type | No | 2  |      |   |
| 9  | Energy saving light bulbs  | No | 4  |      |   |
| 10   | Testing and commissioning the complete electrical installation     |    |    | Item |   |
| <b>Carried Forward to Summary of Section No. 3</b> |  |    |    |      |   |
| Section No. 3                                      |  |    |    |      |   |
| Bill No. 8   |  |    |    |      |   |
| Electrical installations                           |  |    |    |      | R |



| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 9</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><u>Previously painted plastered surfaces</u></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><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></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 suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p>Unless otherwise described all paintwork on ceilings shall be deemed to be in the " white" colour group and paintwork on all other components shall be deemed to be in the "pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b></p> <p><b><u>ON INTERNAL GYPSUM PLASTER SURFACES</u></b></p> <p><u>One coat primer and two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use</u></p> |      |          |      |        |
| 1       | Ceilings and beams ("White colour Group)  | m2   | 228      |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | Section No. 3<br>Bill No. 9<br>Paintwork  |      |          |      |        |

| Brought Forward  |                |    |     | R |
|--|----------------|----|-----|---|
| <b><u>ON PLASTERBOARD SURFACES</u></b>   |                |    |     |   |
| <b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>   |                |    |     |   |
| <b><u>ON METAL SURFACES</u></b>  |                |    |     |   |
| <b><u>ON WOOD SURFACES</u></b>   |                |    |     |   |
| <b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>  |                |    |     |   |
| <b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>   |                |    |     |   |
| <u>One coat low odour premium quality highly washable and stain resistant acrylic emulsion paint, on work in sound condition</u>                                   |                |    |     |   |
| 2  | Walls          | m2 | 268 |   |
| <b><u>ON EXTERNAL FLOATED PLASTER SURFACES</u></b>   |                |    |     |   |
| <u>Two coats extremely durable UV-resistant washable pure acrylic emulsion sheen paint with teflon, on work in poor condition</u>                                  |                |    |     |   |
| 3  | Walls          | m2 | 305 |   |
| <b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>   |                |    |     |   |
| <b><u>ON METAL SURFACES</u></b>  |                |    |     |   |
| <u>Spot priming bare metal surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition</u> |                |    |     |   |
| 4  | Door frames    | m2 | 11  |   |
| 5  | Windows        | m2 | 18  |   |
| 6  | On steel gates | m2 | 4   |   |
| <b><u>ON WOOD SURFACES</u></b>   |                |    |     |   |
| Carried Forward  |                |    |     | R |
| Section No. 3<br>Bill No. 9<br>Paintwork   |                |    |     |   |

|   | <b>Brought Forward</b>   |    |    | R |  |
|---|--|----|----|---|--|
| 7 | <u>Spot priming bare wood surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition</u><br>Doors | m2 | 17 |   |  |
|   | <b>Carried Forward to Summary of Section No. 3</b><br>Section No. 3<br>Bill No. 9<br>Paintwork   |    |    | R |  |

| Bill No | <u>SECTION SUMMARY - BUILDING</u>        | Page No | Amount |
|---------|--|---------|--------|
| 1       | Concrete, Formwork and Reinforcement     | 58      |        |
| 2       | Waterproofing                            | 59      |        |
| 3       | Carpentry and Joinery                    | 60      |        |
| 4       | Ceilings, Partitions and Access Flooring | 62      |        |
| 5       | Ironmongery                              | 64      |        |
| 6       | Metalwork                                | 66      |        |
| 7       | Plastering                               | 69      |        |
| 8       | Electrical installations                 | 71      |        |
| 9       | Paintwork                                | 74      |        |
|         | <b>Carried to Final Summary</b>          |         | R      |
|         | Section No. 3                            |         |        |

| Section No | <u>FINAL SUMMARY</u>   | Page No |   | Amount |
|------------|--|---------|---|--------|
| 1          | PRELIMINARIES  | 54      |   |        |
| 2          | ALTERATIONS  | 56      |   |        |
| 3          | BUILDING   | 75      |   |        |
|            | RETHABILE ECD Sub total (VAT excl.) CARRIED TO CLUSTER SUMMARY |         | R |        |
|            | <b>Carried to Final Cluster Summary</b>                        |         | R |        |

| Item No   | Quantity | Rate | Amount |
|---|----------|------|--------|
| <b><u>SECTION NO.1</u></b>  |          |      |        |
| <b><u>BILL NO. 1</u></b>  |          |      |        |
| <b><u>PRELIMINARIES NOTES</u></b>   |          |      |        |
| <b><u>PRELIMINARIES</u></b>   |          |      |        |
| All prices/rates to be net, excluding Value Added Tax   |          |      |        |
| <b><u>General</u></b>   |          |      |        |
| i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005  |          |      |        |
| ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein   |          |      |        |
| iv) 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   |          |      |        |
| iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary |          |      |        |
| v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")   |          |      |        |
| <b>Carried to Collection</b>  |          |      |        |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |          |      | R      |

- vi) 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, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

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

**Agreement** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

**Contract Drawings** means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended

**Carried to Collection**

Section No. 1  
Bill No. 1  
Preliminaries

R

by replacing it with the following:

**Contract Sum** means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

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

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to

**Carried to Collection**

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Bill No. 1  
Preliminaries

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deprive the tenderer of the benefits of free and open competition.

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

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

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

**Security**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Fixed

Item

Value Related

Item

Time Related

Item

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

2 Offer, acceptance and performance (clause 2)

Fixed

Item

Value Related

Item

Time Related

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|---|---|---------------|--|------|
| 3 | <p>Documents (clause 3)</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p><b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b>, to which <b>the employer, principal agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> |               |  |      |
|   | Fixed   |               |  | Item |
|   | Value Related   |               |  | Item |
|   | Time Related  |               |  | Item |
| 4 | Design responsibility (clause 4)  |               |  |      |
|   |   | Fixed         |  | Item |
|   |   | Value Related |  | Item |
|   |   | Time Related  |  | Item |
| 5 | Employer's agents (clause 5)  |               |  |      |
|   |   | Fixed         |  | Item |
|   |   | Value Related |  | Item |
|   |   | Time Related  |  | Item |
| 6 | Contractor's site representative (clause 6)   |               |  |      |
|   |   | Fixed         |  | Item |
|   |   | Value Related |  | Item |
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7 Compliance with laws and regulations (clause 7)

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

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8 Works risk (clause 8)

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9 Indemnities (clause 9)

Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Fixed

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10 Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

**10.5 Damage to the Works**

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the

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**contractor** may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the

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cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

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

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or

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dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

**10.7.2 Injury to persons or loss of or damage to property**

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

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

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

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

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|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 11 | Liability insurances (clause 11)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 12 | Effecting insurances (clause 12)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 13 | No clause (clause 13)  |               | Item |   |
| 14 | Security (clause 14)   |               |      |   |
|    | Clause 14.0 is amended by:-  |               |      |   |
|    | i) The addition of the following clauses:-   |               |      |   |
|    | Clause 14.7.3  |               |      |   |
|    | "Hand the site over to the <b>contractor</b> subject to agreement that shall be made between the <b>employer</b> and the <b>contractor</b> " |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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**Execution (A15 - A23)**

15 Preparation for and execution of the works (clause 15)

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) **calendar days of commencement date**

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

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

Fixed

Item

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16 Access to the works (clause 16)

Fixed

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17 Contract instructions (clause 17)

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|----|---|--|------|---|
| 18 | Setting out of the works (clause 18)<br><br><i>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</i><br><br><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i> |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 19 | Assignment (clause 19)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 20 | Nominated sub-contractors (clause 20)<br><br>Clause 20.0<br><br>Clause 20.1.3 is amended by replacing it with the following:<br><br>No Clause   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
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|--|--|--|------|---|
| 21   | Selected sub-contractors (clause 21)   |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| 22   | Employer's direct contractors (clause 22)<br><br><i><b>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</b></i> |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| 23   | Contractor's domestic sub-contractors (Clause 23)  |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
| <b><u>COMPLETION</u></b>                     |  |  |      |   |
| <b><u>Completion (A24-A30)</u></b>           |  |  |      |   |
| 24   | Practical completion (clause 24)   |  |      |   |
|  | Fixed  |  | Item |   |
|  | Value Related  |  | Item |   |
|  | Time Related   |  | Item |   |
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| 25 | Works completion (clause 25)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 26 | Final completion (clause 26)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 27 | Latent defects liability period (clause 27)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 28 | Sectional completion (clause 28)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 29 | Revision of date of practical completion (clause 29)  |  |      |   |
|    | Clause 29.1.1 shall be deemed to be omitted and replaced by the following:  |  |      |   |
|    | Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project |  |      |   |
|    | It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above   |  |      |   |
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Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

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|    |  | Time Related  | Item |   |
| 30 | Penalty for non-completion (clause 30)<br><br>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Payment (A31 - A35)</u></b>  |               |      |   |
| 31 | Interim payment to the contractor (clause 31)<br><br>Clause 31.9 is amended by replacing "seven (7) <b>calender</b> days" with "thirty (30) <b>calender</b> days" and by deleting the words "subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due"<br><br>Clause 31.12 is amended by deleting the following<br><br>Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 32 | Adjustment to the contract value (clause 32)<br><br>Clause 32.0<br><br>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:<br><br>"due to no fault of the <b>contractor</b> "   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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| 33 | Recovery of expense and loss (clause 33)  |  |      |
|    | Fixed   |  | Item |
|    | Value Related   |  | Item |
|    | Time Related  |  | Item |
| 34 | Final account and final payment (clause 34)   |  |      |
|    | Clause 34.0   |  |      |
|    | Clause 34.2 is amended by inserting # next to 34.2  |  |      |
|    | Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due" |  |      |
|    | Fixed   |  | Item |
|    | Value Related   |  | Item |
|    | Time Related  |  | Item |
| 35 | Payment to other parties (clause 35)  |  |      |
|    | Fixed   |  | Item |
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**Cancellation (A36-A39)**

36 Cancellation by employer - contractor's default (clause 36)

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

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

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

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

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

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

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

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37 Cancellation by employer - loss and damage (clause 37)

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

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

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

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38 Cancellation by contractor - employer's default (clause 38)

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

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

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

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39 Cancellation - cessation of the works (clause 39)

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) **working days** of completion of such report"

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**Dispute Settlement (A40)**

40 Disputes Settlement (clause 40)

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.

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**State Provision (A41)**

41 State Substitutions (clause 41)

Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

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40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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|    | Fixed   |  | Item |  |
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|    | Time Related  |  | Item |  |
|    | <b><u>Contract Variables (A41)</u></b>  |  |      |  |
| 42 | The Schedule (clause 42)  |  |      |  |
|    | <i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i> |  |      |  |
|    | Fixed   |  | Item |  |
|    | Value Related   |  | Item |  |
|    | Time Related  |  | Item |  |
|    | <b><u>SECTION B: PRELIMINARIES</u></b>  |  |      |  |
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|    | <b><u>Definition and interpretation (B1)</u></b>  |  |      |   |
| 43 | Definition and interpretation<br><br>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
|    | <b><u>Documents (B2)</u></b>  |  |      |   |
| 44 | Checking of documents (B2.1)<br><br><b><i>These bills of quantities:</i></b><br><br>(1) <b><i>contain pages and annexes as indexed, and;</i></b><br><br>(2) <b><i>are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i></b><br><br><b><i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i></b> |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 45 | Provisional bills of quantities (B2.2)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
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|    |  |               |      |   |
|----|--|---------------|------|---|
|    |  | Time Related  | Item |   |
| 46 | Availability of construction documentation (B2.3)  |               |      |   |
|    | <b><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></b> |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 47 | Interests of agents (B2.4)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 48 | Priced documents (B2.5)  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 49 | Tender submission (B2.6)   |               |      |   |
|    | <b><i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i></b>                                     |               |      |   |
|    | <b><i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i></b>  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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|    | <u>The site (B3)</u>   |               |      |   |
|----|--|---------------|------|---|
| 50 | Defined works area (B3.1)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 51 | Geotechnical investigation (B3.2)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 52 | Inspection of the site (B3.3)  |               |      |   |
|    | <b><i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i></b> |               |      |   |
|    | <b><i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i></b>  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 53 | Existing premises occupied (B3.4)  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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|    |   |               |      |
|----|---|---------------|------|
| 54 | Previous work - dimensional accuracy (B3.5)<br><br><i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i> | Fixed         | Item |
|    |   | Value Related | Item |
|    |   | Time Related  | Item |
| 55 | Previous work - defects (B3.6)  | Fixed         | Item |
|    |   | Value Related | Item |
|    |   | Time Related  | Item |
| 56 | Services - known (B3.7)   | Fixed         | Item |
|    |   | Value Related | Item |
|    |   | Time Related  | Item |
| 57 | Services - unknown (B3.8)   | Fixed         | Item |
|    |   | Value Related | Item |
|    |   | Time Related  | Item |
| 58 | Protection of trees, etc (B3.9)   | Fixed         | Item |
|    |   | Value Related | Item |
|    |   | Time Related  | Item |
| 59 | Articles of value (B3.10)   | Fixed         | Item |

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|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 60 | Inspection of adjoining properties, etc (B3.11)  |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Management of contract (B4)</u></b>  |               |      |   |
| 61 | Management of the works (B4.1)   |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 62 | Programming for the works (B4.2)   |               |      |   |
|    | Clause B4.2 is hereby amended by the addition of the following:  |               |      |   |
|    | Programme:   |               |      |   |
|    | The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.   |               |      |   |
|    | The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender. |               |      |   |
|    | The contractor shall ensure that the contract programme:   |               |      |   |
|    | 1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.   |               |      |   |
|    | 2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.                   |               |      |   |
|    | 3. shall be in accordance with the dates given herein for possession and practical completion; and   |               |      |   |
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4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.
5. shall be accompanied by a full written method statement

The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.

Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.

The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.

The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.

No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.

Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.

Development of the contract programme and method

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statement

Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.

Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.

Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.

The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.

Progress Monitoring

The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall

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outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.

The status of each activity must also be reported as follows:

Target - If the activity is not complete, the latest predicted completion date shall be supplied.

Start - If the activity has commenced, the actual date shall be supplied.

Finish - If the activity is complete, the actual completion date shall be supplied.

Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.

Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.

The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.

**Extension of time**

Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into account when granting any extension of time in terms of the conditions of contract.

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The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date.
3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.

A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.

The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.

Fixed

Item

Value Related

Item

Time Related

Item

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|    |   |  |      |   |
|----|---|--|------|---|
| 63 | Progress meetings (B4.3)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 64 | Technical meetings (B4.4)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 65 | Labour and plant records (B4.5)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b> |  |      |   |
| 66 | Samples of materials (B5.1)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 67 | Workmanship samples (B5.2)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 68 | Shop drawings (B5.3)  |  |      |   |
|    | Fixed   |  | Item |   |
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|    |  |               |      |   |
|----|--|---------------|------|---|
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 69 | Compliance with manufacturer's instructions (B5.4) |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
|    | <b><u>Temporary works and plant (B6)</u></b>       |               |      |   |
| 70 | Deposits and fees (B6.1)                           |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 71 | Enclosure of the works (B6.2)                      |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 72 | Advertising (B6.3)                                 |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
| 73 | Plant, equipment, sheds and offices (B6.4)         |               |      |   |
|    |  | Fixed         | Item |   |
|    |  | Value Related | Item |   |
|    |  | Time Related  | Item |   |
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|    |  |  |      |   |
|----|--|--|------|---|
|    |  | Value Related  | Item |   |
|    |  | Time Related   | Item |   |
| 80 | Ablution facilities (B7.5)   |  |      |   |
|    |  | Fixed  | Item |   |
|    |  | Value Related  | Item |   |
|    |  | Time Related   | Item |   |
|    |  | <b><u>Prime cost amounts (B8)</u></b>                                  |      |   |
| 81 | Responsibility for prime cost amounts (B8.1)   |  |      |   |
|    |  | Fixed  | Item |   |
|    |  | Value Related  | Item |   |
|    |  | Time Related   | Item |   |
|    |  | <b><u>Attendance on nominated and selected subcontractors (B9)</u></b> |      |   |
| 82 | General attendance (B9.1)  |  |      |   |
|    | The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted only if the scope of the work has changed |  |      |   |
|    |  | Fixed  | Item |   |
|    |  | Value Related  | Item |   |
|    |  | Time Related   | Item |   |
| 83 | Special attendance (B9.2)  |  |      |   |
|    |  | Fixed  | Item |   |
|    |  | Value Related  | Item |   |
|    |  | Time Related   | Item |   |
| 84 | Commissioning - Fuel, water and electricity (B9.3)   |  |      |   |
|    |  | Fixed  | Item |   |
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|    |   |      |   |
|----|---|------|---|
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b><u>Financial aspects (B10)</u></b>   |      |   |
| 85 | Statutory taxes, duties and levies (B10.1)  |      |   |
|    | <i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>   |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 86 | Payment of preliminaries (B10.2)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 87 | Adjustment of preliminaries (B10.3)   |      |   |
|    | Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> " |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 88 | Payment certificate cash flow (B10.4)   |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
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|     |   |  |      |   |
|-----|---|--|------|---|
| 100 | Tenant installations (B11.12)   |  |      |   |
|     | Fixed   |  | Item |   |
|     | Value Related   |  | Item |   |
|     | Time Related  |  | Item |   |
|     | <b><u>Schedule of variables (B12)</u></b>   |  |      |   |
| 101 | Pre-tender information (B12.1)<br><br>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b> . |  |      |   |
|     | Fixed   |  | Item |   |
|     | Value Related   |  | Item |   |
|     | Time Related  |  | Item |   |
|     | <b>12.1.1 Provisional bills of quantities (B12.1.1)</b>   |  |      |   |
|     | The quantities are provisional:   |  |      |   |
|     | <b>Yes</b>  |  |      |   |
|     | <b>12.1.2 Availability of construction documentation (B12.1.2)</b>  |  |      |   |
|     | Construction documentation is complete:   |  |      |   |
|     | <b>Yes</b>  |  |      |   |
|     | <b>12.1.3 Interest of agents (B12.1.3)</b>  |  |      |   |
|     | <b>No</b>   |  |      |   |
|     | <b>12.1.4 Defined works area (B12.1.4)</b>  |  |      |   |
|     | <i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i>   |  |      |   |
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**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing at the offices of the Principal Agent

**Yes**

**12.1.6 Existing premises occupied (B12.1.6)**

[3.4] Specific requirements:  
The contractor shall execute the works with as little noise and disturbance as possible

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:  
The contractor shall execute the works with as little noise and disturbance as possible

**12.1.7 Previous work - Dimensional accuracy (B12.1.7)**

[3.5] Details:  
No additional details

**No**

**12.1.8 Previous work - defects**

[3.6] Details:  
No additional details

**12.1.9 Services - known (B12.1.9)**

***Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent***

**12.1.10 Protection of trees**

[3.9] Specific requirements:  
No trees to be damaged or removed except those specifically designated in writing by the Architect

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**12.1.11 Inspection of adjoining properties**

[3.11] Specific requirements:  
None

**12.1.12 Enclosure of the works**

[6.2] Specific requirements:  
Areas where work is taking place shall at all times be blocked off by appropriate means

**12.1.13 Offices**

[6.4.3] Specific requirements:  
The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

**12.1.14 Main notice board**

[6.5] Specific requirements:  
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

**12.1.15 Subcontractors' notice board**

[6.6] A notice board is required (yes/no)  
NO  
Specific requirements:

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**12.1.16 Water**

[7.2] Option A (by **contractor**) (yes/no)  
YES

**12.1.17 Electricity**

[7.3] Option A (by **contractor**) (yes/no)  
YES

**12.1.18 Telecommunications**

[7.4] Telephone (yes/no)  
YES

Facsimile (yes/no)  
YES

E-mail (yes/no)  
YES

**12.1.19 Ablution facilities**

[7.5] Option A (by **contractor**) (yes/no)  
YES

Option B (by **employer**) (yes/no)  
NO

**12.1.20 Protection of existing/sectionally occupied works**

[11.2] Protection is required (yes/no)  
YES

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**12.1.21 Special attendance**

The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor** (1) Details:

**Subcontractor** (2) Details:

**Subcontractor** (3) Details:

**12.1.22 Protection of the works**

[11.1] Specific requirements:  
All work that requires protection during construction must be adequately protected up to practical completion by the **contractor**

**12.1.23 Disturbance**

[11.5] Specific requirements:  
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

**12.1.24 Environmental disturbance**

[11.6] Specific requirements:  
None

102 Post-tender information (B12.2)

**All post-tender information for this section will be determined once tender is awarded**

Fixed

Item

Value Related

Item

Time Related

Item

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12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated) (yes/no)  
YES

NO Option B (calculated) (yes/no)

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories) (yes/no)  
YES

NO Option B (detailed breakdown) (yes/no)

12.2.3 **Additional agreed preliminaries items**

Details:  
None

103 Other post tender information (B12.3)

**All post-tender information for this section will be determined once tender is awarded**

Fixed

Item

Value Related

Item

Time Related

Item

**SECTION C: SPECIFIC PRELIMINARIES**

**Section C** contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

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**104 Clause C1 - Contract drawings**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed

Item

Value Related

Item

Time Related

Item

**105 Clause C2 - General Preambles**

The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

Section No. 1  
Bill No. 1  
Preliminaries

**106 Clause C3 - Site instructions**

All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only

Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book

Fixed

Item

Value Related

Item

Time Related

Item

**107 Clause C4 - Trade Names**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

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

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

Section No. 1  
 Bill No. 1  
 Preliminaries

**108 Clause C5 - Overtime**

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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer

Fixed

Item

Value Related

Item

Time Related

Item

**109 Clause C6 - As-built drawings**

The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records

Fixed

Item

Value Related

Item

Time Related

Item

**110 Clause C5 - Labour record**

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

Section No. 1  
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Preliminaries

**111 Clause C6 - Plant record**

At the end of each calendar 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, currently used on the works

Fixed

Item

Value Related

Item

Time Related

Item

**112 Clause C7 - Non-cession of monies**

The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

R

Section No. 1  
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Preliminaries

113 **Clause C8 - Occupational Health and Safety Act**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the **latest** Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed

Item

Value Related

Item

Time Related

Item

114 **Clause C9 - Viewing of the school areas**

The **site** is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the **site** for tendering purposes

Fixed

Item

Value Related

Item

**Carried to Collection**

R

Section No. 1  
Bill No. 1  
Preliminaries



|     |  |               |      |   |
|-----|--|---------------|------|---|
|     |  | Time Related  | Item |   |
| 115 | <p><b>Clause C10 - Commencement of Works in School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> must give the Principal or other responsible staff member notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> |               |      |   |
|     |  | Fixed         | Item |   |
|     |  | Value Related | Item |   |
|     |  | Time Related  | Item |   |
| 116 | <p><b>Clause C11 - Entrance Permits to School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer</p>    |               |      |   |
|     |  | Fixed         | Item |   |
|     |  | Value Related | Item |   |
|     |  | Time Related  | Item |   |
|     | <b>Carried to Collection</b>   |               |      | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries   |               |      |   |

**117 Clause C12 - Security Check of Personnel**

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

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

Fixed

Item

Value Related

Item

Time Related

Item

**118 Clause C13 - HIV/Aids Awareness**

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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

Item

Value Related

Item

**Carried to Collection**

R

Section No. 1  
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|     |   |               |      |   |
|-----|---|---------------|------|---|
|     |   | Time Related  | Item |   |
| 119 | <p><b>Clause C13.1 - Awareness Champion</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>   |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
| 120 | <p><b>Clause C13.2 - Awareness Workshop</b></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
| 121 | <p><b>Clause C13.3 - Posters, booklets, videos, etc.</b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p>  |               |      |   |
|     |   | Fixed         | Item |   |
|     |   | Value Related | Item |   |
|     |   | Time Related  | Item |   |
|     | <b>Carried to Collection</b>  |               |      | R |
|     | Section No. 1   |               |      |   |
|     | Bill No. 1  |               |      |   |
|     | Preliminaries   |               |      |   |

**122 Clause C13.4 - Access to Condoms**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed

Item

Value Related

Item

Time Related

Item

**123 Clause C13.5- Monitoring**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed

Item

Value Related

Item

Time Related

Item

**Carried to Collection**

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Bill No. 1

Preliminaries

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Preliminaries

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <p><b><u>SECTION NO.2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades</p> <p><b><u>REMOVAL OF EXISTING WORK:</u></b></p> <p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work.</p> <p>DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size.</p> <p>PIPES, ETC Special care is to be taken not to interfere unnecessarily with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services.</p> <p>PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.</p> |          |      |        |
|         | <b>Carried to Collection</b>  |          |      | R      |
|         | Section No. 2<br>Bill No. 1<br>ALTERATIONS  |          |      |        |



OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work. Materials to be handed over to the Client should be kept safely and handed over to the School Governing Body or the school principal who shall sign for all materials received.

MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.

Testing and Electrical fault finding

|   |                               |    |   |
|---|-------------------------------|----|---|
| 1 | Removal of faulty light bulbs | No | 6 |
| 2 | Removal of faulty plugs       | No | 3 |

**Carried to Collection**

R

Section No. 2  
Bill No. 1  
ALTERATIONS

Section No. 2

Bill No. 1

ALTERATIONS

**COLLECTION**

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**Carried to Final Summary**

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Section No. 2  
Bill No. 1  
ALTERATIONS

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 2</u></b>   |          |      |        |
|         | <b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>  |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <b><u>REINFORCED CONCRETE</u></b>   |          |      |        |
|         | <b><u>30 MPa/19mm Concrete</u></b>  |          |      |        |
| 1       | Ramp  | m3       | 1    |        |
| 2       | Aprons  | m3       | 4    |        |
|         | <b><u>TEST BLOCKS</u></b>   |          |      |        |
| 3       | Making and testing a set of three 150 x 150 x 150mm concrete strength test cube (Provisional) | No       | 12   |        |
|         | <b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>                     |          |      |        |
| 4       | Surface beds, slabs, etc  | m2       | 9    |        |
|         | <b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>   |          |      |        |
|         | <b><u>Smooth formwork to sides</u></b>  |          |      |        |
| 5       | Edges, risers, ends and reveals not exceeding 300mm high or wide                              | m        | 20   |        |
|         | <b><u>REINFORCEMENT</u></b>   |          |      |        |
|         | <b><u>Fabric reinforcement</u></b>  |          |      |        |
| 6       | Ref 193 mesh steel reinforcement in concrete walls, etc                                       | m2       | 9    |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 1  |          |      |        |
|         | Concrete, Formwork & Reinforcement  |          |      |        |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 6</u></b>  |          |      |        |
|         | <b><u>CARPENTRY AND JOINERY</u></b>  |          |      |        |
|         | <b><u>PREAMBLES</u></b>  |          |      |        |
|         | For Preambles see "Model Preambles For Trades"   |          |      |        |
|         | <b><u>Sawn softwood</u></b>  |          |      |        |
| 1       | 38 x 114mm rafter  | m        | 6    |        |
| 2       | 38 x 114mm purlins   | m        | 6    |        |
|         | <b><u>Budgetary allowance</u></b>  |          |      |        |
| 3       | Provide R 5 000.00 (Five Thousand Rand Only) for repairs of BIC Kitchen  |          | Item |        |
| 4       | 50 x 150mm Bolted beams, pergola beams, etc  | m        | 4    |        |
|         | <b><u>DOORS</u></b>  |          |      |        |
|         | NOTE   |          |      |        |
|         | All framed and ledged batten doors and combination doors, where battens are utilised, shall only be of construction acceptable SABS, i.e. mortice and tenon where the tenon is exposed on the outside edges of styles and where the tenon is wedged to form a dovetailed shape |          |      |        |
|         | <b><u>40mm wooden door 8 panel Hardwood size 813mm x 2032mm complete with all necessary accessories for installations</u></b>  |          |      |        |
| 5       | Door size 813 x 2032mm high with standard weather bar  | No       | 1    |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |          |      |        |
|         | Section No. 3<br>Bill No. 2<br>Carpentry   |          |      | R      |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 7</u></b>   |          |      |        |
|         | <b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>  |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>Descriptions:</u></b>   |          |      |        |
|         | 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 |          |      |        |
|         | <b><u>CEILINGS ETC</u></b>  |          |      |        |
|         | <b><u>NAILED UP CEILINGS</u></b>  |          |      |        |
|         | <b><u>12.5mm "Rhino" gypsum plasterboard with taped and skimmed joints finished with one coat rhinolite plaster</u></b>   |          |      |        |
| 1       | Ceilings including 38 x 38mm sawn softwood brandering at 350mm centres  | m2       | 98   |        |
| 2       | Extra over ceiling for opening of 650 x 650mm trap door complete with trimmers, frame,etc   | No       | 1    |        |
|         | <b><u>Cornices</u></b>  |          |      |        |
| 3       | 50 mm Fibre cement coved cornice planted on including mitres, etc.  | m        | 56   |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 3  |          |      |        |
|         | Ceilings, partitions and Access Flooring  |          |      |        |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <p><b><u>IRONMONGERY</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles see "Model Preambles For Trades"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><b><u>Finishes to ironmongery</u></b></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list<br/>           BS Satin bronze lacquered<br/>           CH Chromium plated<br/>           SC Satin chromium plated<br/>           SE Silver enamelled<br/>           GE Grey enamelled<br/>           AS Anodised silver<br/>           AB Anodised bronze<br/>           AG Anodised gold<br/>           ABL Anodised black<br/>           PB Polished brass<br/>           PL Polished and lacquered<br/>           PT Epoxy coated<br/>           SD Sanded</p> <p><b><u>Fixing</u></b></p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete</p> <p><b><u>References</u></b></p> <p>References in brackets at the end of descriptions refer to the Architect's schedules</p> <p><b><u>LOCKS</u></b></p> <p><b><u>"Union"</u></b></p> |          |      |        |
| 1       | Three lever double cylinder lockset code 2222 or similar with Gower Handel code CZ682-05 SC complete with striking plate fixed to metal  | No       | 4    |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |          |      | R      |
|         | Section No. 3<br>Bill No. 4<br>Ironmongery   |          |      |        |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 11</u></b>  |          |      |        |
|         | <b><u>METALWORK</u></b>   |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <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 "bolted" shall be deemed to exclude the bolts unless otherwise described   |          |      |        |
|         | <b><u>PRESSED STEEL GATES</u></b>   |          |      |        |
|         | <b><u>The following in framed and welded mild steel security gates and fixing in position complete</u></b>  |          |      |        |
| 1       | 2100 x 900mm Steel gate comprising of 75 x 50 x 2mm square tubing outer frame and 20 x 20mm square tubing verticals at 120mm centres                      | No       | 2    |        |
|         | <b><u>STEEL WINDOWS, DOORS, ETC</u></b>   |          |      |        |
|         | <b><u>Standard residential windows with 10mm square burglar bars to fixed lights and opening sashes</u></b>   |          |      |        |
| 2       | Window type NE8, 1022 x 654mm high  | No       | 3    |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 5  |          |      |        |
|         | Metalwork   |          |      |        |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 13</u></b>   |          |      |        |
|         | <b><u>TILING</u></b>   |          |      |        |
|         | <b><u>PREAMBLES</u></b>  |          |      |        |
|         | For Preambles see "Model Preambles For Trades"   |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |          |      |        |
|         | 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>Kyra Grey Matt Ceramic Wall Tile - 400 x 250mm (PC Amount of R200-00 excluding VAT) fixed on 25mm screed (elsewhere measured ) flush pointed with tinted waterproof jointing compound and approved adhesive</u></b>  |          |      |        |
| 1       | On floors and landings   | m2       | 98   |        |
| 2       | Skirting 75mm high (of cut tiles)  | m        | 56   |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |          |      | R      |
|         | Section No. 3  |          |      |        |
|         | Bill No. 6   |          |      |        |
|         | Tiling   |          |      |        |



| Item No  |  | Quantity | Rate | Amount |
|--|--|----------|------|--------|
| 1  | 25 A Circuit breaker   | No       | 1    |        |
| 2  | 20 A Circuit breaker   | No       | 1    |        |
| <b><u>GENERAL LIGHTING AND POWER</u></b>                     |  |          |      |        |
| <b><u>CONDUITS ETC</u></b>                                   |  |          |      |        |
| <b><u>Rigid PVC conduits</u></b>                             |  |          |      |        |
| 3  | 22 mm Diameter   | m        | 30   |        |
| <b><u>CONDUCTORS</u></b>                                     |  |          |      |        |
| <b><u>PVC insulated stranded copper conductors drawn</u></b> |  |          |      |        |
| 4  | 2,5 mm <sup>2</sup>  | No       | 50   |        |
| <b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>            |  |          |      |        |
| 5  | 16A Flush mounted one lever one-way switch unit                        | No       | 1    |        |
| <b><u>LUMINAIRES</u></b>                                     |  |          |      |        |
| 6  | Flourescent tube 2x36w   | No       | 1    |        |
| 7  | Testing and commissioning the complete electrical installation         |          | Item |        |
| <b><u>Budgetary allowance</u></b>                            |  |          |      |        |
| 8  | Provide R 3000 (Three Thousand Rand Only) for Electrical installations |          | Item |        |
| <b>Carried Forward to Summary of Section No. 3</b>           |  |          |      |        |
| Section No. 3  |  |          |      | R      |
| Bill No. 7   |  |          |      |        |
| Electricity  |  |          |      |        |



| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION No. 2BILL No. 16</u></b>  |          |      |        |
|         | <b><u>PAINTWORK</u></b>   |          |      |        |
|         | <b><u>PREAMBLES</u></b>   |          |      |        |
|         | For Preambles see "Model Preambles For Trades"  |          |      |        |
|         | <b><u>ON FLOATED PLASTER</u></b>  |          |      |        |
|         | <b><u>Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats eggshell enamel paint</u></b> |          |      |        |
| 1       | On internal plastered walls   | m2       | 443  |        |
| 2       | On external plastered walls   | m2       | 500  |        |
|         | <b><u>ON PLASTER BOARD</u></b>  |          |      |        |
|         | <b><u>One coat primer and two coats interior quality PVA emulsion paint</u></b>   |          |      |        |
| 3       | On ceilings and cornices  | m2       | 258  |        |
|         | <b><u>ON METAL</u></b>  |          |      |        |
|         | <b><u>One primer, one undercoat and two coats alkyd enamel paint on steel</u></b>   |          |      |        |
| 4       | Waterproof roof paint   | m2       | 350  |        |
|         | <b><u>One coat undercoat and two coats polyurethane enamel. Sandpaper lightly between coats. Colour to be determined on site</u></b>          |          |      |        |
| 5       | On windows with burglar bars  | m2       | 10   |        |
|         | <b><u>ON WOOD</u></b>   |          |      |        |
|         | <b><u>Three coats polyurethane suede varnish</u></b>  |          |      |        |
| 6       | On doors  | m2       | 13   |        |
|         | <b>Carried to Collection</b>  |          |      | R      |
|         | Section No. 3   |          |      |        |
|         | Bill No. 9  |          |      |        |
|         | Paintwork   |          |      |        |

**Budgetary allowance**

7 Provide R 5 000.00 (Five Thousand Rand Only) for material and labour for drawing cartoons on walls

Item

**Carried to Collection**

R

Section No. 3  
Bill No. 9  
Paintwork

Section No. 3

Bill No. 9

Paintwork

**COLLECTION**

Total Brought Forward from Page No.

**Page  
No**

70

71

**Amount**

**Carried Forward to Summary of Section No. 3**

Section No. 3  
Bill No. 9  
Paintwork

R

**SECTION SUMMARY - BUILDING WORK**

| Bill No |  | Page No | Amount |
|---------|--|---------|--------|
| 1       | Concrete, Formwork & Reinforcement       | 62      |        |
| 2       | Carpentry                                | 63      |        |
| 3       | Ceilings, partitions and Access Flooring | 64      |        |
| 4       | Ironmongery                              | 65      |        |
| 5       | Metalwork                                | 66      |        |
| 6       | Tiling                                   | 67      |        |
| 7       | Electricity                              | 68      |        |
| 8       | Glazing                                  | 69      |        |
| 9       | Paintwork                                | 72      |        |
|         | <b>Carried to Final Summary</b>          |         | R      |
|         | Section No. 3                            |         |        |

| <b>Section No</b> | <b><u>FINAL SUMMARY</u></b>   | <b>Page No</b> | <b>Amount</b> |
|-------------------|---|----------------|---------------|
| 1                 | PRELIMINARIES   | 58             |               |
| 2                 | ALTERATIONS   | 61             |               |
| 3                 | BUILDING WORK   | 73             |               |
|                   | ELIAS MOTSOLEDI CRECHE SUB TOTAL (Vat excl)<br>CARRIED TO CLUSTER SUMMARY |                | R             |
|                   | <b>CARRIED TO FORM OF TENDER</b>  |                | R             |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <p><b><u>SECTION NO.1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES NOTES</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><b><u>General</u></b></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005</p> <p>ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein</p> <p>iv) 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</p> <p>iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>vi) 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, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time</p> |          |      |        |
|         | <b>Carried Forward</b>   |          |      | R      |
|         | Section No. 1<br>Bill No. 1<br>Preliminaries   |          |      |        |



Brought Forward

R

vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

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

**Agreement** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

". this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

**Contract Drawings** means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended by replacing it with the following:

**Contract Sum** means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

".....and in the **Contract Data**". at the end on the sentence ending with **agreement**

Carried Forward

R

Section No. 1  
Bill No. 1  
Preliminaries

| <b>Brought Forward</b>  | R |
|---|---|
| <p>Clause 1.1 Definition of "<b>Commencement Date</b>" is added:</p> <p>"<b>Commencement date</b>" means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of "<b>Construction Guarantee</b>" is amended by replacing it with the following:</p> <p>"<b>Construction guarantee</b>" means guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p>Clause 1.1 Definition of "<b>Construction Period</b>" is amended by replacing it with the following:</p> <p>"<b>Construction period</b>" means the period commencing on the commencement date and ending on the date of practical completion</p> <p>Clause 1.1 Definition of "<b>Corrupt Practice</b>" is added:</p> <p>"<b>Corrupt Practice</b>" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>Clause 1.1 Definition of "<b>Fraudulent Practice</b>" is added:</p> <p>"<b>Fraudulent Practice</b>" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of "<b>Interest</b>" is amended by replacing it with the following:</p> <p>"<b>Interest</b>" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> | R |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   | R |



|   | Brought Forward   |  |      | R |
|---|---|--|------|---|
| 3 | <p>Documents (clause 3)</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p><b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b>, to which <b>the employer, principal agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 4 | Design responsibility (clause 4)  |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 5 | Employer's agents (clause 5)  |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
| 6 | Contractor's site representative (clause 6)   |  |      |   |
|   | Fixed   |  | Item |   |
|   | Value Related   |  | Item |   |
|   | Time Related  |  | Item |   |
|   | <b>Carried Forward</b>  |  |      | R |
|   | Section No. 1<br>Bill No. 1<br>Preliminaries  |  |      |   |

|   | <b>Brought Forward</b>   |                                     | R |
|---|--|-------------------------------------|---|
| 7 | <p>Compliance with laws and regulations (clause 7)</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p style="text-align: right; padding-right: 20px;">Fixed</p> <p style="text-align: right; padding-right: 20px;">Value Related</p> <p style="text-align: right; padding-right: 20px;">Time Related</p> | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 8 | <p>Works risk (clause 8)</p> <p style="text-align: right; padding-right: 20px;">Fixed</p> <p style="text-align: right; padding-right: 20px;">Value Related</p> <p style="text-align: right; padding-right: 20px;">Time Related</p>   | <p>Item</p> <p>Item</p> <p>Item</p> |   |
|   | <b>Carried Forward</b>   |                                     | R |
|   | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |                                     |   |

|    | Brought Forward   |  | R |
|----|---|--|---|
| 9  | <p>Indemnities (clause 9)</p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p> |  |   |
| 10 | <p>Works insurances (clause 10)</p> <p>Clause 10.0 is amended by the addition of the following clauses</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p>  |  |   |
|    | <b>Carried Forward</b>  |  | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |   |

| Brought Forward   | R        |
|---|----------|
| <p>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and material paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p><b>10.6 Injury to Persons or loss of or damage to Properties</b></p> <p>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>c) The <b>contractor</b> shall, upon receiving a <b>contract instruction</b> from the <b>principal agent</b>, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b></p> | <p>R</p> |
| <p><b>Carried Forward</b></p>   | <p>R</p> |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |          |

|  |  |   |  |
|--|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>(d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b></p> <p>(e) Where the execution of the <b>works</b> involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the <b>contractor</b> shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the <b>works</b> has been completed</p> <p>(f) The <b>contractor</b> shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the <b>works</b></p> <p><b>10.7 High risk insurance</b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p><b>10.7.1 Damage to the works</b></p> <p>The <b>contractor</b> shall, from the commencement <b>date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b> bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor</p> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  | R |  |



|  |  |                                      |  |
|--|--|--------------------------------------|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> <p><b>10.7.4</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p style="text-align: right;">Fixed<br/>Value Related</p> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p> | <p style="text-align: center;">Item<br/>Item</p> | <p style="text-align: center;">R</p> |  |
|  |  | R                                    |  |



|    | Brought Forward   |  |   | R |
|----|---|--|---|---|
|    | <b><u>Execution (A15 - A23)</u></b>   |  |   |   |
| 15 | <p>Preparation for and execution of the works (clause 15)</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) <b>calendar days of commencement date</b></p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1</p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |   |
| 16 | <p>Access to the works (clause 16)</p>  | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |   |
| 17 | <p>Contract instructions (clause 17)</p>  | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |   |
|    | <b>Carried Forward</b>  |  |   | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |   |   |

|    | Brought Forward  |  | R   |
|----|--|--|---|
| 18 | <p>Setting out of the works (clause 18)</p> <p><i>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</i></p> <p><i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i></p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| 19 | <p>Assignment (clause 19)</p>  | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
| 20 | <p>Nominated sub-contractors (clause 20)</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No Clause</p>   | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">Item</p> |
|    | <b>Carried Forward</b>   |  | R   |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  |   |

|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
| 21 | Selected sub-contractors (clause 21)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 22 | Employer's direct contractors (clause 22)  |      |  |   |
|    | <i>The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.</i> |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 23 | Contractor's domestic sub-contractors (Clause 23)  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>COMPLETION</u></b>   |      |  |   |
|    | <b><u>Completion (A24-A30)</u></b>   |      |  |   |
| 24 | Practical completion (clause 24)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |      |  |   |

|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
| 25 | Works completion (clause 25)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 26 | Final completion (clause 26)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 27 | Latent defects liability period (clause 27)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 28 | Sectional completion (clause 28)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 29 | Revision of date of practical completion (clause 29)  |      |  |   |
|    | Clause 29.1.1 shall be deemed to be omitted and replaced by the following:  |      |  |   |
|    | Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project |      |  |   |
|    | It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above   |      |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |  |   |

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|---|--|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Add Clause 29.9 as follows:</p> <p style="padding-left: 40px;">Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the agreed programme for the works is delayed.”</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p style="padding-left: 40px;">Clause 29.10.1<br/>Irrespective of whether or not the <b>principal agent</b> rules that the <b>contractor</b> is entitled to an extension of time or a revision of the date for <b>practical completion</b>, the <b>principal agent</b> shall nevertheless, at any time, be entitled to instruct the <b>contractor</b> in writing to accelerate the progress of the remaining <b>works</b> to ensure that the <b>works</b> are completed by the original date for <b>practical completion</b> or revised date as the case may be.</p> <p style="padding-left: 40px;">Clause 29.10.2<br/>Upon receipt of such instruction, the <b>contractor</b> shall take all necessary steps to ensure that the <b>works</b> are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The <b>contractor</b> shall prove that such steps are being taken if called upon to do so.</p> <p style="padding-left: 40px;">Clause 29.10.3<br/>The <b>contractor's</b> entitlement to compensation arising out of or in respect of any revision to the date for <b>practical completion</b> that may have been granted by the <b>principal agent</b> or alternatively where the <b>principal agent</b> has instructed the <b>contractor</b> to accelerate, shall be adjudicated strictly in terms of clause 32.</p> <p style="text-align: right; padding-right: 20px;">Fixed</p> <p style="text-align: right; padding-right: 20px;">Value Related</p> <p style="text-align: right; padding-right: 20px;">Time Related</p> <p style="text-align: center;"><b>Carried Forward</b></p> |  |  | R |  |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  |  | R |  |

|    | <b>Brought Forward</b>   |      |  | R |
|----|--|------|--|---|
| 30 | Penalty for non-completion (clause 30)   |      |  |   |
|    | Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0   |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
|    | <b><u>Payment (A31 - A35)</u></b>  |      |  |   |
| 31 | Interim payment to the contractor (clause 31)  |      |  |   |
|    | Clause 31.9 is amended by replacing "seven (7) <b>calender</b> days" with "thirty (30) <b>calender</b> days" and by deleting the words "subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due |      |  |   |
|    | Clause 31.12 is amended by deleting the following  |      |  |   |
|    | Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 32 | Adjustment to the contract value (clause 32)   |      |  |   |
|    | Clause 32.0  |      |  |   |
|    | Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:   |      |  |   |
|    | "due to no fault of the <b>contractor</b> "  |      |  |   |
|    | Fixed  | Item |  |   |
|    | Value Related  | Item |  |   |
|    | Time Related   | Item |  |   |
| 33 | Recovery of expense and loss (clause 33)   |      |  |   |
|    | Fixed  | Item |  |   |
|    | <b>Carried Forward</b>   |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |      |  |   |



|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 34 | Final account and final payment (clause 34)   |      |   |
|    | Clause 34.0   |      |   |
|    | Clause 34.2 is amended by inserting # next to 34.2  |      |   |
|    | Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due" |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 35 | Payment to other parties (clause 35)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1   |      |   |
|    | Bill No. 1  |      |   |
|    | Preliminaries   |      |   |

|    | Brought Forward   |      | R |
|----|---|------|---|
|    | <b><u>Cancellation (A36-A39)</u></b>  |      |   |
| 36 | <p>Cancellation by employer - contractor's default (clause 36)</p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |

|    | <b>Brought Forward</b>   |       |      | R |
|----|--|-------|------|---|
| 37 | <p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>      | Fixed | Item |   |
|    | Value Related  |       | Item |   |
|    | Time Related   |       | Item |   |
| 38 | <p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> | Fixed | Item |   |
|    | Value Related  |       | Item |   |
|    | Time Related   |       | Item |   |
|    | <b>Carried Forward</b>   |       |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |       |      |   |

|    | <b>Brought Forward</b>   |                                     | R |
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| 39 | <p>Cancellation - cessation of the works (clause 39)</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>Dispute Settlement (A40)</u></b></p>  | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 40 | <p>Disputes Settlement (clause 40)</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> <p><b><u>State Provision (A41)</u></b></p> | <p>Item</p> <p>Item</p> <p>Item</p> |   |
| 41 | <p>State Substitutions (clause 41)</p> <p>Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:</p> <p>40.1 Should any dispute between the <b>employer</b>, his</p>   |                                     |   |
|    | <b>Carried Forward</b>   |                                     | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |                                     |   |

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**agents or principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

**Carried Forward**

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|    |   | Brought Forward |      | R |
|----|---|-----------------|------|---|
|    |   | Fixed           | Item |   |
|    |   | Value Related   | Item |   |
|    |   | Time Related    | Item |   |
|    | <b><u>Contract Variables (A41)</u></b>  |                 |      |   |
| 42 | The Schedule (clause 42)  |                 |      |   |
|    | <i>Tenderers are referred to the Contract Data and Notes to Tenderes for variable pertaining to this contract</i>     |                 |      |   |
|    |   | Fixed           | Item |   |
|    |   | Value Related   | Item |   |
|    |   | Time Related    | Item |   |
|    | <b><u>SECTION B: PRELIMINARIES</u></b>  |                 |      |   |
|    | <b><u>Definition and interpretation (B1)</u></b>  |                 |      |   |
| 43 | Definition and interpretation   |                 |      |   |
|    | See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section |                 |      |   |
|    |   | Fixed           | Item |   |
|    |   |                 |      |   |
|    |   | Carried Forward |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |                 |      |   |

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|    | <b>Brought Forward</b>  |      |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
|    | <b><u>Documents (B2)</u></b>  |      |   |
| 44 | Checking of documents (B2.1)  |      |   |
|    | <b><i>These bills of quantities:</i></b>  |      |   |
|    | <b><i>(1) contain pages and annexes as indexed, and;</i></b>  |      |   |
|    | <b><i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i></b>  |      |   |
|    | <b><i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i></b> |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 45 | Provisional bills of quantities (B2.2)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 46 | Availability of construction documentation (B2.3)   |      |   |
|    | <b><i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i></b>  |      |   |
|    | Fixed   | Item |   |
|    | <b>Carried Forward</b>  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |



|    |  | Brought Forward        |  |      |   |
|----|--|------------------------|--|------|---|
|    |  |                        |  |      | R |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 47 | Interests of agents (B2.4)   |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 48 | Priced documents (B2.5)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 49 | Tender submission (B2.6)   |                        |  |      |   |
|    | <i><b>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</b></i> |                        |  |      |   |
|    | <i><b>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</b></i>  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
|    | <b><u>The site (B3)</u></b>  |                        |  |      |   |
| 50 | Defined works area (B3.1)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | Value Related          |  | Item |   |
|    |  | Time Related           |  | Item |   |
| 51 | Geotechnical investigation (B3.2)  |                        |  |      |   |
|    |  | Fixed                  |  | Item |   |
|    |  | <b>Carried Forward</b> |  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |                        |  |      |   |

|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 52 | Inspection of the site (B3.3)   |      |  |   |
|    | <i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i> |      |  |   |
|    | <i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i>  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 53 | Existing premises occupied (B3.4)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 54 | Previous work - dimensional accuracy (B3.5)   |      |  |   |
|    | <i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 55 | Previous work - defects (B3.6)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
|    | Section No. 1   |      |  |   |
|    | Bill No. 1  |      |  |   |
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**RENOVATIONS TO MPEDI MASOLA EARLY CHILDHOOD DEVELOPMENT**  
**LDPWRI-B/20385**

|    |   | <b>Brought Forward</b> |      |   |
|----|---|------------------------|------|---|
|    |   | Value Related          | Item | R |
|    |   | Time Related           | Item |   |
| 56 | Services - known (B3.7)                         | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 57 | Services - unknown (B3.8)                       | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 58 | Protection of trees, etc (B3.9)                 | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 59 | Articles of value (B3.10)                       | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
| 60 | Inspection of adjoining properties, etc (B3.11) | Fixed                  | Item |   |
|    |   | Value Related          | Item |   |
|    |   | Time Related           | Item |   |
|    |   | <b>Carried Forward</b> |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries    |                        |      |   |

|    | <b>Brought Forward</b>  |      | R |
|----|---|------|---|
|    | <b><u>Management of contract (B4)</u></b>   |      |   |
| 61 | Management of the works (B4.1)  |      |   |
|    | Fixed   | Item |   |
|    | Value Related   | Item |   |
|    | Time Related  | Item |   |
| 62 | Programming for the works (B4.2)  |      |   |
|    | <p>Clause B4.2 is hereby amended by the addition of the following:</p> <p>Programme:</p> <p>The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.</p> <p>The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.</p> <p>The contractor shall ensure that the contract programme:</p> <ol style="list-style-type: none"> <li>1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.</li> <li>2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.</li> <li>3. shall be in accordance with the dates given herein for possession and practical completion; and</li> <li>4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis.</li> <li>5. shall be accompanied by a full written method statement</li> </ol> <p>The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.</p> <p>Following on these comments the contractor shall amend the contract programme and method statement</p> |      |   |
|    | <b>Carried Forward</b>  |      | R |
|    | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

|  |          |
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| <p style="text-align: center;"><b>Brought Forward</b></p> <p>as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.</p> <p>The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.</p> <p>The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.</p> <p>No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.</p> <p>Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.</p> <p>Development of the contract programme and method statement</p> <p>Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.</p> <p>Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.</p> <p>Revisions to the contract programme</p> | <p>R</p> |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/> Bill No. 1<br/> Preliminaries</p>  | <p>R</p> |

|   |   |  |
|---|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p>Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.</p> <p>Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.</p> <p>A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.</p> <p>Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.</p> <p>The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.</p> <p><b>Progress Monitoring</b></p> <p>The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.</p> <p>The status of each activity must also be reported as follows:</p> <p>Target - If the activity is not complete, the latest predicted completion date shall be supplied.</p> <p>Start - If the activity has commenced, the actual date shall be supplied.</p> <p>Finish - If the activity is complete, the actual completion date shall be supplied.</p> | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/> Bill No. 1<br/> Preliminaries</p>   | R |  |



|    | <b>Brought Forward</b>  |  |      | R |
|----|---|--|------|---|
|    | <p>3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement.</p> <p>A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.</p> <p>The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.</p> |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 63 | Progress meetings (B4.3)  |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
| 64 | Technical meetings (B4.4)   |  |      |   |
|    | Fixed   |  | Item |   |
|    | Value Related   |  | Item |   |
|    | Time Related  |  | Item |   |
|    | <b>Carried Forward</b>  |  |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries  |  |      |   |



|    |   | <b>Brought Forward</b> |      |          |
|----|---|------------------------|------|----------|
| 65 | Labour and plant records (B4.5)   |                        |      | R        |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b> |                        |      |          |
| 66 | Samples of materials (B5.1)   |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 67 | Workmanship samples (B5.2)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 68 | Shop drawings (B5.3)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
| 69 | Compliance with manufacturer's instructions (B5.4)                        |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   | Value Related          | Item |          |
|    |   | Time Related           | Item |          |
|    | <b><u>Temporary works and plant (B6)</u></b>                              |                        |      |          |
| 70 | Deposits and fees (B6.1)  |                        |      |          |
|    |   | Fixed                  | Item |          |
|    |   |                        |      |          |
|    |   | <b>Carried Forward</b> |      | <b>R</b> |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries                              |                        |      |          |

**RENOVATIONS TO MPEDI MASOLA EARLY CHILDHOOD DEVELOPMENT**  
**LDPWRI-B/20385**

|    |  | <b>Brought Forward</b> |      |  | R |
|----|--|------------------------|------|--|---|
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 71 | Enclosure of the works (B6.2)                | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 72 | Advertising (B6.3)                           | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 73 | Plant, equipment, sheds and offices (B6.4)   | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 74 | Main notice board (B6.5)                     | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
| 75 | Subcontractors notice board (B6.6)           | Fixed                  | Item |  |   |
|    |  | Value Related          | Item |  |   |
|    |  | Time Related           | Item |  |   |
|    |  | <b>Carried Forward</b> |      |  | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                        |      |  |   |

|    |  | Brought Forward                       |      | R |
|----|--|---------------------------------------|------|---|
|    |  |                                       |      |   |
|    |  | <b><u>Temporary services (B7)</u></b> |      |   |
| 76 | Location (B7.1)                              |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  | Value Related                         | Item |   |
|    |  | Time Related                          | Item |   |
| 77 | Water (B7.2)                                 |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  | Value Related                         | Item |   |
|    |  | Time Related                          | Item |   |
| 78 | Electricity (B7.3)                           |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  | Value Related                         | Item |   |
|    |  | Time Related                          | Item |   |
| 79 | Telecommunication facilities (B7.4)          |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  | Value Related                         | Item |   |
|    |  | Time Related                          | Item |   |
| 80 | Ablution facilities (B7.5)                   |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  | Value Related                         | Item |   |
|    |  | Time Related                          | Item |   |
|    |  | <b><u>Prime cost amounts (B8)</u></b> |      |   |
| 81 | Responsibility for prime cost amounts (B8.1) |                                       |      |   |
|    |  | Fixed                                 | Item |   |
|    |  |                                       |      |   |
|    |  | <b>Carried Forward</b>                |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                                       |      |   |

|    |  |      | R |
|----|--|------|---|
|    | <b>Brought Forward</b>   |      |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b><u>Attendance on nominated and selected subcontractors (B9)</u></b>   |      |   |
| 82 | General attendance (B9.1)  |      |   |
|    | The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted only if the scope of the work has changed |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
| 83 | Special attendance (B9.2)  |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
| 84 | Commissioning - Fuel, water and electricity (B9.3)   |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b><u>Financial aspects (B10)</u></b>  |      |   |
| 85 | Statutory taxes, duties and levies (B10.1)   |      |   |
|    | <i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>  |      |   |
|    | Fixed  | Item |   |
|    | Value Related  | Item |   |
|    | Time Related   | Item |   |
|    | <b>Carried Forward</b>   |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries   |      |   |

|    | <b>Brought Forward</b>  |      |  | R |
|----|---|------|--|---|
| 86 | Payment of preliminaries (B10.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 87 | Adjustment of preliminaries (B10.3)   |      |  |   |
|    | Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> " |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 88 | Payment certificate cash flow (B10.4)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b><u>General (B11)</u></b>   |      |  |   |
| 89 | Protection of works (B11.1)   |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
| 90 | Protection/isolation of existing/sectionally occupied works(B11.2)  |      |  |   |
|    | Fixed   | Item |  |   |
|    | Value Related   | Item |  |   |
|    | Time Related  | Item |  |   |
|    | <b>Carried Forward</b>  |      |  | R |
|    | Section No. 1   |      |  |   |
|    | Bill No. 1  |      |  |   |
|    | Preliminaries   |      |  |   |

|    |  | <b>Brought Forward</b> |      | R |
|----|--|------------------------|------|---|
| 91 | Site security (B11.3)                        | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 92 | Notice before covering work (B11.4)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 93 | Disturbance (B11.5)                          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 94 | Enviromental disturbance (B11.6)             | Fixed                  | Item |   |
|    |  | Time Related           | Item |   |
|    |  | Value Related          | Item |   |
| 95 | Works cleaning and clearing (B11.7)          | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
| 96 | Vermin (B11.8)                               | Fixed                  | Item |   |
|    |  | Value Related          | Item |   |
|    |  | Time Related           | Item |   |
|    |  | <b>Carried Forward</b> |      | R |
|    | Section No. 1<br>Bill No. 1<br>Preliminaries |                        |      |   |

|     | <b>Brought Forward</b>  |      |  | R |
|-----|---|------|--|---|
| 97  | Overhand work (B11.9)   |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
| 98  | Instruction manuals and guarantees (B11.10)   |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
| 99  | As built information (B11.11)   |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
| 100 | Tenant installations (B11.12)   |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
|     | <b><u>Schedule of variables (B12)</u></b>   |      |  |   |
| 101 | Pre-tender information (B12.1)  |      |  |   |
|     | <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b>.</p> |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
|     | <b>Carried Forward</b>  |      |  | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |  |   |

|  | Brought Forward        |   |
|--|------------------------|---|
| <p><b>12.1.1 Provisional bills of quantities (B12.1.1)</b></p> <p>The quantities are provisional:</p> <p style="text-align: right;"><b>Yes</b></p>   |                        | R |
| <p><b>12.1.2 Availability of construction documentation (B12.1.2)</b></p> <p>Construction documentation is complete:</p> <p style="text-align: right;"><b>Yes</b></p>  |                        |   |
| <p><b>12.1.3 Interest of agents (B12.1.3)</b></p> <p style="text-align: right;"><b>No</b></p>  |                        |   |
| <p><b>12.1.4 Defined works area (B12.1.4)</b></p> <p><i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i></p> |                        |   |
| <p><b>12.1.5 Geotechnical investigation (B12.1.5)</b></p> <p>The geotechnical report is available for viewing at the offices of the Principal Agent</p> <p style="text-align: right;"><b>Yes</b></p>   |                        |   |
| <p><b>12.1.6 Existing premises occupied (B12.1.6)</b></p> <p>[3.4] Specific requirements:<br/>The contractor shall execute the works with as little noise and disturbance as possible</p>  |                        |   |
| <p><b>12.1.6 Existing premises occupied</b></p> <p>[3.4] Specific requirements:<br/>The contractor shall execute the works with as little noise and disturbance as possible</p>  |                        |   |
| <p><b>12.1.7 Previous work - Dimensional accuracy (B12.1.7)</b></p> <p>[3.5] Details:<br/>No additional details</p> <p style="text-align: right;"><b>No</b></p>  |                        |   |
|  | <b>Carried Forward</b> |   |
| <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |                        | R |



|   |  |   |  |
|---|--|---|--|
| <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>12.1.8 Previous work - defects</b></p> <p>[3.6] Details:<br/>No additional details</p> <p>12.1.9 Services - known (B12.1.9)</p> <p style="text-align: center;"><b>Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent</b></p> <p><b>12.1.10 Protection of trees</b></p> <p>[3.9] Specific requirements:<br/>No trees to be damaged or removed except those specifically designated in writing by the Architect</p> <p><b>12.1.11 Inspection of adjoining properties</b></p> <p>[3.11] Specific requirements:<br/>None</p> <p><b>12.1.12 Enclosure of the works</b></p> <p>[6.2] Specific requirements:<br/>Areas where work is taking place shall at all times be blocked off by appropriate means</p> <p><b>12.1.13 Offices</b></p> <p>[6.4.3] Specific requirements:<br/>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> |  | R |  |
| <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |  | R |  |

|   | Brought Forward        |   |
|---|------------------------|---|
|   |                        | R |
| <b>12.1.14 Main notice board</b>  |                        |   |
| [6.5] Specific requirements:<br>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering. |                        |   |
| <b>12.1.15 Subcontractors' notice board</b>   |                        |   |
| [6.6] A notice board is required (yes/no)<br>NO<br>Specific requirements:   |                        |   |
| <b>12.1.16 Water</b>  |                        |   |
| [7.2] Option A (by <b>contractor</b> ) (yes/no)<br>YES  |                        |   |
| <b>12.1.17 Electricity</b>  |                        |   |
| [7.3] Option A (by <b>contractor</b> ) (yes/no)<br>YES  |                        |   |
| <b>12.1.18 Telecommunications</b>   |                        |   |
| [7.4] Telephone (yes/no)<br>YES   |                        |   |
| Facsimile (yes/no)<br>YES   |                        |   |
| E-mail (yes/no)<br>YES  |                        |   |
|   | <b>Carried Forward</b> | R |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |                        |   |

| Brought Forward   |          | R |
|---|----------|---|
| <b>12.1.19 Ablution facilities</b>  |          |   |
| [7.5] Option A (by <b>contractor</b> )  | (yes/no) |   |
| YES   |          |   |
| Option B (by <b>employer</b> )  | (yes/no) |   |
| NO  |          |   |
| <b>12.1.20 Protection of existing/sectionally occupied works</b>  |          |   |
| [11.2] Protection is required   | (yes/no) |   |
| YES   |          |   |
| <b>12.1.21 Special attendance</b>   |          |   |
| The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance   |          |   |
| [9.2] <b>Subcontractor</b> (1) Details:   |          |   |
| <b>Subcontractor</b> (2) Details:   |          |   |
| <b>Subcontractor</b> (3) Details:   |          |   |
| <b>12.1.22 Protection of the works</b>  |          |   |
| [11.1] Specific requirements:   |          |   |
| All work that requires protection during construction must be adequately protected up to practical completion by the <b>contractor</b>  |          |   |
| <b>12.1.23 Disturbance</b>  |          |   |
| [11.5] Specific requirements:   |          |   |
| The <b>contractor</b> shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b> |          |   |
| Carried Forward   |          | R |
| Section No. 1<br>Bill No. 1<br>Preliminaries  |          |   |

|     | <b>Brought Forward</b>  |      |  | R |
|-----|---|------|--|---|
|     | <b>12.1.24 Environmental disturbance</b>  |      |  |   |
|     | [11.6] Specific requirements:<br>None   |      |  |   |
| 102 | Post-tender information (B12.2)   |      |  |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
|     | <b>12.2.1 Payment of preliminaries</b>  |      |  |   |
|     | [10.2] Option A (prorated) (yes/no)   |      |  |   |
|     | YES   |      |  |   |
|     | Option B (calculated) (yes/no)  |      |  |   |
|     | NO  |      |  |   |
|     | <b>12.2.2 Adjustment of preliminaries</b>   |      |  |   |
|     | [10.3] Option A (three categories) (yes/no)   |      |  |   |
|     | YES   |      |  |   |
|     | Option B (detailed breakdown) (yes/no)  |      |  |   |
|     | NO  |      |  |   |
|     | <b>12.2.3 Additional agreed preliminaries items</b>   |      |  |   |
|     | Details:<br>None  |      |  |   |
| 103 | Other post tender information (B12.3)   |      |  |   |
|     | <b>All post-tender information for this section will be determined once tender is awarded</b> |      |  |   |
|     | Fixed   | Item |  |   |
|     | Value Related   | Item |  |   |
|     | Time Related  | Item |  |   |
|     | <b>Carried Forward</b>  |      |  | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |  |   |

|            | Brought Forward  |  | R  |
|------------|--|--|--|
|            | <b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>  |  |  |
|            | <b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item  |  |  |
| <b>104</b> | <p><b>Clause C1 - Contract drawings</b></p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: right;">Item</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Item</p> |
| <b>105</b> | <p><b>Clause C2 - General Preambles</b></p> <p>The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full decriptions of work to be done and materials to be used.</p>   | <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> | <p style="text-align: right;">Item</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Item</p> |
|            | <b>Carried Forward</b>   |  | R  |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries   |  |  |

|     | Brought Forward  |  | R |
|-----|--|--|---|
| 106 | <p><b>Clause C3 - Site instructions</b></p> <p>All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only</p> <p>Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p> |  |   |
| 107 | <p><b>Clause C4 - Trade Names</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>  |  |   |
|     | <b>Carried Forward</b>   |  | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>  |  |   |

|            | <b>Brought Forward</b>  |      | R |
|------------|---|------|---|
| <b>108</b> | <p><b>Clause C5 - Overtime</b></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 authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p> |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>109</b> | <p><b>Clause C6 - As-built drawings</b></p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>110</b> | <p><b>Clause C5 - Labour record</b></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 description of tradesmen and labourers employed by him and all subcontractors on the works each day</p>  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
|            | <b>Carried Forward</b>  |      | R |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |

|            | <b>Brought Forward</b>  |      | R |
|------------|---|------|---|
| <b>111</b> | <p><b>Clause C6 - Plant record</b></p> <p>At the end of each calendar 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, currently used on the works</p> |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
| <b>112</b> | <p><b>Clause C7 - Non-cession of monies</b></p> <p>The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract</p>  |      |   |
|            | Fixed   | Item |   |
|            | Value Related   | Item |   |
|            | Time Related  | Item |   |
|            | <b>Carried Forward</b>  |      | R |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries  |      |   |





|     | Brought Forward   |      | R |
|-----|---|------|---|
|     | Time Related  | Item |   |
| 115 | <p><b>Clause C10 - Commencement of Works in School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> must give the Principal or other responsible staff member notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p>  |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 116 | <p><b>Clause C11 - Entrance Permits to School Areas</b></p> <p>As the <b>works</b> falls within a school area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer</p>   |      |   |
|     | Fixed   | Item |   |
|     | Value Related   | Item |   |
|     | Time Related  | Item |   |
| 117 | <p><b>Clause C12 - Security Check of Personnel</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> |      |   |
|     | Fixed   | Item |   |
|     | <b>Carried Forward</b>  |      | R |
|     | <p>Section No. 1<br/>Bill No. 1<br/>Preliminaries</p>   |      |   |

|            | Brought Forward  |      | R |
|------------|--|------|---|
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>118</b> | <p><b>Clause C13 - HIV/Aids Awareness</b></p> <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b>. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
| <b>119</b> | <p><b>Clause C13.1 - Awareness Champion</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>  |      |   |
|            | Fixed  | Item |   |
|            | Value Related  | Item |   |
|            | Time Related   | Item |   |
|            | <b>Carried Forward</b>   |      | R |
|            | Section No. 1<br>Bill No. 1<br>Preliminaries   |      |   |



|     |  |  |  |  |   |
|-----|--|--|--|--|---|
| 123 | <p style="text-align: center;"><b>Brought Forward</b></p> <p><b>Clause C13.5- Monitoring</b></p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification</p> <p style="text-align: right; margin-right: 100px;">Fixed</p> <p style="text-align: right; margin-right: 100px;">Value Related</p> <p style="text-align: right; margin-right: 100px;">Time Related</p> |  |  |  | R |
|     | <b>Carried to Final Summary</b>  |  |  |  | R |
|     | Section No. 1<br>Bill No. 1<br>Preliminaries   |  |  |  |   |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <p><b><u>SECTION NO 2</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as 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. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General</u></p> <p>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. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> |          |      |        |
|         | <b>Carried Forward</b>  |          | R    |        |
|         | Section No. 2<br>Bill No. 1<br>Alterations  |          |      |        |

|   | <b>Brought Forward</b>   |    |    | R |
|---|--|----|----|---|
|   | <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>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)</p> |    |    |   |
|   | <b><u>REMOVAL OF EXISTING WORK</u></b>   |    |    |   |
|   | <u>Taking out and removing ironmongery</u>   |    |    |   |
| 1 | Mortice lockset from timber door   | No | 3  |   |
|   | <b><u>MAKING GOOD OF FINISHES ETC</u></b>  |    |    |   |
|   | <u>Making good internal cement plaster</u>   |    |    |   |
| 2 | Walls in patches   | m2 | 28 |   |
|   | <u>Removal of doors, windows, fittings etc.</u>  |    |    |   |
|   | <b>Carried Forward</b>   |    |    | R |
|   | Section No. 2<br>Bill No. 1<br>Alterations   |    |    |   |

|  | Brought Forward                          |    |   |  |   |
|--|--|----|---|--|---|
| 3  | Removal of wooden door size 813 x 2032mm | No | 3 |  | R |
| 4  | Removal of steel door size 1620 x 2032mm | No | 1 |  |   |
|  |  |    |   |  |   |
| <b>Carried to Final Summary</b>            |  |    |   |  |   |
| Section No. 2<br>Bill No. 1<br>Alterations |  |    |   |  |   |
|  |  |    |   |  | R |



| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p> <p><u>Lightweight concrete</u></p> <p>Lightweight concrete shall have a density of 600kg/m<sup>3</sup> for the top 50mm and 400kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 1<br/>Concrete, Formwork and Reinforcement</p>  |      |          |      |        |

|   | <b>Brought Forward</b>  |    |    |  | R |
|---|---|----|----|--|---|
|   | <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> |    |    |  |   |
|   | <b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>   |    |    |  |   |
| 1 | Aprons cast in panels   | m3 | 46 |  |   |
| 2 | Thickening down apron on edge 110mm deep x 200mm wide   | m  | 45 |  |   |
| 3 | Aprons and Pavings to falls   | m2 | 50 |  |   |
|   | <b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY III)</u></b>  |    |    |  |   |
|   | <u>Smooth formwork to sides</u>   |    |    |  |   |
| 4 | Edges,risers,ends and reveals not exceeding 300mm high or wide circular to(not?)exceeding 1m radius   | m  | 52 |  |   |
|   | <b>Carried Forward to Summary of Section No. 3</b>  |    |    |  | R |
|   | Section No. 3   |    |    |  |   |
|   | Bill No. 1  |    |    |  |   |
|   | Concrete, Formwork and Reinforcement  |    |    |  |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 2</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> |      |          |      |        |
| 1       | To roofs   | m2   | 180      |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          |      | R      |
|         | Section No. 3  |      |          |      |        |
|         | Bill No. 2   |      |          |      |        |
|         | Waterproofing  |      |          |      |        |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>   |      |          |      |        |
|         | <b><u>BILL NO 3</u></b>  |      |          |      |        |
|         | <b><u>CARPENTRY AND JOINERY</u></b>  |      |          |      |        |
|         | <u>Fixing</u>  |      |          |      |        |
|         | Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be 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 500mm centres, and where described as "bolted", the bolts have been given elsewhere   |      |          |      |        |
|         | <u>Decorative thermosetting plastic laminate covering</u>  |      |          |      |        |
|         | Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish  |      |          |      |        |
|         | <b><u>STRUCTURAL TIMBERWORK ETC</u></b>  |      |          |      |        |
|         | <b><u>FLOORS AND SKIRTINGS</u></b>   |      |          |      |        |
|         | <b><u>DOORS ETC</u></b>  |      |          |      |        |
|         | <u>Wrought meranti doors hung to steel frames</u>  |      |          |      |        |
| 1       | 40mm Single panel stable door 813 x 2032mm high with rebated meeting rails, each leaf of 200mm wide top rail, stiles and bottom rail and 40 x 100mm brace, filled in with 76mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint                                       | No   | 3        |      |        |
| 2       | 40mm Single panel double door 1600 x 2032mm high with rebated (flush?) meeting stiles, each leaf of 200mm wide top rail and stiles, 40 x 100mm bottom rail and 76 x 76mm middle ledge and brace, filled in with 76mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to rails and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint | No   | 1        |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          | R    |        |
|         | Section No. 3  |      |          |      |        |
|         | Bill No. 3   |      |          |      |        |
|         | Carpentry and Joinery  |      |          |      |        |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 4</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><u>Ceilings</u></p> <p>Unless otherwise described ceilings shall be deemed to be horizontal</p> <p><u>Bulkheads</u></p> <p>Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features</p> <p>Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings</p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><u>Steel components</u></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 4<br/>Ceilings, Partitions and Access Flooring</p>   |      |          |      |        |

| Brought Forward  |  |    |     | R |
|--|--|----|-----|---|
| <u>User note</u>   |  |    |     |   |
| <i>Circular bulkheads shall be given separately</i>  |  |    |     |   |
| <b><u>CEILING TIMBERS, BEADS, INSULATION, ETC</u></b>  |  |    |     |   |
| <u>Sawn softwood</u>   |  |    |     |   |
| <b><u>NAILED-UP CEILINGS</u></b>   |  |    |     |   |
| <u>SUPPLEMENTARY PREAMBLES</u>   |  |    |     |   |
| <u>Openings</u>  |  |    |     |   |
| <u>6mm Fibre-cement plain ceiling boards with H-profile galvanised steel jointing strips over joints</u> |  |    |     |   |
| 1  | Ceilings including 38 x 38mm sawn softwood brander at 450mm centres generally in one direction and 38 x 38mm branders and cross branders at joints and edges of boards   | m2 | 130 |   |
| 2  | Extra over ceiling for 600 x 600mm trap door of 50 x 76mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around | No | 3   |   |
| <u>Gypsum plasterboard cornices</u>  |  |    |     |   |
| 3  | 76mm Coved cornices  | m  | 126 |   |
| <b>Carried Forward to Summary of Section No. 3</b>   |  |    |     |   |
| Section No. 3  |  |    |     |   |
| Bill No. 4   |  |    |     |   |
| Ceilings, Partitions and Access Flooring   |  |    |     |   |
|  |  |    |     | R |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 5</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Proprietary items</u></p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p> <p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:<br/>           BS Satin bronze lacquered<br/>           CH Chromium plated<br/>           SC Satin chromium plated<br/>           SE Silver enamelled<br/>           GE Grey enamelled<br/>           AN Anodised natural<br/>           AS Anodised silver<br/>           AB Anodised bronze<br/>           AG Anodised gold<br/>           ABL Anodised black<br/>           PB Polished brass<br/>           PL Polished and lacquered<br/>           PT Epoxy coated<br/>           SD Sanded</p> <p><b><u>HINGES, BOLTS, ETC</u></b></p> <p><u>Manufactured by "?"</u></p> |      |          |      |        |
|         | <b>Carried Forward</b>   |      |          |      | R      |
|         | Section No. 3<br>Bill No. 5<br>Ironmongery   |      |          |      |        |

|  |  | Brought Forward |  |   | R |
|--|--|-----------------|--|---|---|
| <b><u>CATCHES. CABIN HOOKS. ETC</u></b>  |  |                 |  |   |   |
| <u>Manufactured by "?"</u>   |  |                 |  |   |   |
| <b><u>LOCKS</u></b>  |  |                 |  |   |   |
| <b><u>"EN-SUITE" LOCKS</u></b>   |  |                 |  |   |   |
| The following locks are to be suitable for master key operation                  |  |                 |  |   |   |
| The following locks are to be suitable for master and grand master key operation |  |                 |  |   |   |
| <u>Manufactured by "?"</u>   |  |                 |  |   |   |
| <u>In accordance with "?" catalogue</u>  |  |                 |  |   |   |
| 1  | ?mm "Ref ?" padlock  | No              |  | 1 |   |
| <u>User note</u>   |  |                 |  |   |   |
| <b><u>LOCKS</u></b>  |  |                 |  |   |   |
| 2  | 75mm Three lever upright mortice lockset with satin chrome furniture | No              |  | 5 |   |
| <b>Carried Forward to Summary of Section No. 3</b>                               |  |                 |  |   |   |
| Section No. 3  |  |                 |  |   |   |
| Bill No. 5   |  |                 |  |   |   |
| Ironmongery  |  |                 |  |   |   |



| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>   |      |          |      |        |
|         | <b><u>BILL NO 6</u></b>  |      |          |      |        |
|         | <b><u>METALWORK</u></b>  |      |          |      |        |
|         | <u>User note</u>   |      |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |      |          |      |        |
|         | <u>Descriptions of bolts, anchors, etc</u>   |      |          |      |        |
|         | 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  |      |          |      |        |
|         | Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described   |      |          |      |        |
|         | Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres   |      |          |      |        |
|         | <b><u>STEEL GATES. SCREENS. ETC</u></b>  |      |          |      |        |
|         | <b><u>WELDED SCREENS.GATES.ETC Steel gates and frames</u></b>  |      |          |      |        |
|         | <u>Welded screens and gates</u>  |      |          |      |        |
| 1       | Gas cage   | No   | 1        |      |        |
| 2       | Single gate formed of 40 x 60 x 2mm hollow section framing all round mitred and welded at angles with two 40 x 6mm flat section horizontal intermediate rails with ends welded to framing and with six 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing (hinges, locking devices, etc, elsewhere): size 900 x 2032 high | No   | 2        |      |        |
|         | <u>Burglar Proofing</u>  |      |          |      |        |
| 3       | Burglar Proofing to residential window size 1022 x 654mm   | No   | 4        |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>   |      |          |      | R      |
|         | Section No. 3  |      |          |      |        |
|         | Bill No. 6   |      |          |      |        |
|         | Metalwork  |      |          |      |        |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>   |          |      |        |
|         | <b><u>BILL NO 7</u></b>  |          |      |        |
|         | <b><u>ELECTRICAL WORK</u></b>  |          |      |        |
|         | <u>Distribution boards etc</u>   |          |      |        |
|         | Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings |          |      |        |
|         | <u>Switches, socket outlets, etc</u>   |          |      |        |
|         | Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates  |          |      |        |
|         | <u>Light fittings</u>  |          |      |        |
|         | Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described  |          |      |        |
|         | <b><u>MUNICIPAL CONNECTION</u></b>   |          |      |        |
|         | <b><u>DISTRIBUTION BOARD DB - 12 WAY</u></b>   |          |      |        |
| 1       | Flush mounted distribution board in one section with door and six circuit breakers, colour coded and installed in recess (elsewhere) in brick wall   | No       | 1    |        |
|         | <b><u>GENERAL LIGHTING AND POWER</u></b>   |          |      |        |
|         | <b><u>CONDUITS ETC</u></b>   |          |      |        |
|         | <u>Rigid PVC conduits</u>  |          |      |        |
| 2       | 22mm Diameter  | m        | 82   |        |
| 3       | 50 x 100 x 50mm Outlet box   | No       | 8    |        |
| 4       | 100 x 100 x 50mm Outlet box  | No       | 8    |        |
|         | <b><u>CONDUCTORS</u></b>   |          |      |        |
|         | <b>Carried Forward</b>   |          |      | R      |
|         | Section No. 3<br>Bill No. 7<br>Electrical installations  |          |      |        |

|    | <b>Brought Forward</b>   |    |      |  | R |
|----|--|----|------|--|---|
|    | <u>PVC insulated stranded copper conductors drawn into conduit, trunking or power skirting</u> |    |      |  |   |
| 5  | 2.5 mm <sup>2</sup>  | m  | 164  |  |   |
| 6  | 4 mm <sup>2</sup>  | m  | 164  |  |   |
|    | <b><u>DRAW-WIRES</u></b>   |    |      |  |   |
| 7  | Galvanised steel draw-wires drawn into conduit   | m  | 31   |  |   |
|    | <b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>  |    |      |  |   |
| 8  | 16A Flush mounted one lever one-way switch unit  | No | 8    |  |   |
| 9  | 16A Three pin flush mounted socket outlet with switch, double type                             | No | 9    |  |   |
| 10 | Energy saving light bulbs  | No | 14   |  |   |
|    | <b><u>SUNDRIES</u></b>   |    |      |  |   |
| 11 | Earthing of buildings  |    | Item |  |   |
| 12 | Testing and commissioning the complete electrical installation                                 |    | Item |  |   |
|    | <b>Carried Forward to Summary of Section No. 3</b>   |    |      |  | R |
|    | Section No. 3  |    |      |  |   |
|    | Bill No. 7   |    |      |  |   |
|    | Electrical installations   |    |      |  |   |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <b><u>SECTION NO 3</u></b>                                   |      |          |      |        |
|         | <b><u>BILL NO 8</u></b>                                      |      |          |      |        |
|         | <b><u>GLAZING</u></b>  |      |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>                        |      |          |      |        |
|         | <u>Float glass</u>   |      |          |      |        |
|         | The term "float glass" is used for monolithic annealed glass |      |          |      |        |
|         | <b><u>GLAZING TO STEEL WITH PUTTY</u></b>                    |      |          |      |        |
|         | <u>3mm Clear float glass</u>                                 |      |          |      |        |
| 1       | Panes not exceeding 0,1m2                                    | m2   | 1        |      |        |
|         | <b>Carried Forward to Summary of Section No. 3</b>           |      |          |      | R      |
|         | Section No. 3  |      |          |      |        |
|         | Bill No. 8   |      |          |      |        |
|         | Glazing  |      |          |      |        |

| Item No |   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <p><b><u>SECTION NO 3</u></b></p> <p><b><u>BILL NO 9</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><u>Previously painted plastered surfaces</u></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><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></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 suitable filler and finished smooth</p> <p><b><u>COLOURS</u></b></p> <p>Unless otherwise described all paintwork on ceilings shall be deemed to be in the "white" colour group and paintwork on all other components shall be deemed to be in the "pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b></p> <p><b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b></p> |      |          |      |        |
|         | <b>Carried Forward</b>  |      |          |      | R      |
|         | <p>Section No. 3<br/>Bill No. 9<br/>Paintwork</p>   |      |          |      |        |

|   | Brought Forward   |    |    | R |
|---|---|----|----|---|
| 1 | <p><u>One coat alkali resistant primer, one coat superior quality acrylic emulsion paint for interior and exterior use and one coat pure acrylic smooth ripple paint applied with a stipple roller</u></p> <p>Walls</p>   | m2 | 64 |   |
|   | <p><b><u>ON WOOD SURFACES</u></b></p> <p><u>Three coats superior quality polyurethane suede varnish</u></p>   |    |    |   |
| 2 | <p>Doors</p>  | m2 | 13 |   |
|   | <p><b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b></p> <p><b><u>ON METAL SURFACES</u></b></p> <p><u>Spot priming bare metal surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition</u></p> |    |    |   |
| 3 | Door frames   | m2 | 14 |   |
| 4 | Windows   | m2 | 15 |   |
| 5 | On steel gates  | m2 | 4  |   |
|   | <p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3<br/>Bill No. 9<br/>Paintwork</p>   |    |    | R |

| Item No |  | Unit | Quantity | Rate | Amount    |
|---------|--|------|----------|------|-----------|
|         | <b><u>SECTION NO 3</u></b>                                     |      |          |      |           |
|         | <b><u>BILL NO 10</u></b>                                       |      |          |      |           |
|         | <b><u>BUDGETARY ALLOWANCES</u></b>                             |      |          |      |           |
| 1       | Provide a sum of R 10 000 for erecting a new shelter for shade |      | Item     |      | 10 000.00 |
|         | <b>Carried Forward to Summary of Section No. 3</b>             |      |          |      |           |
|         | Section No. 3<br>Bill No. 10<br>External Work                  |      |          | R    |           |

| Bill No | <u>SECTION SUMMARY - BUILDING</u>        | Page No | Amount |
|---------|--|---------|--------|
| 1       | Concrete, Formwork and Reinforcement     | 59      |        |
| 2       | Waterproofing                            | 60      |        |
| 3       | Carpentry and Joinery                    | 61      |        |
| 4       | Ceilings, Partitions and Access Flooring | 63      |        |
| 5       | Ironmongery                              | 65      |        |
| 6       | Metalwork                                | 66      |        |
| 7       | Electrical installations                 | 68      |        |
| 8       | Glazing                                  | 69      |        |
| 9       | Paintwork                                | 71      |        |
| 10      | External Work                            | 72      |        |
|         | <b>Carried to Final Summary</b>          |         | R      |
|         | Section No. 3                            |         |        |



| Section No | <u>FINAL SUMMARY</u>  | Page No | Amount |
|------------|---|---------|--------|
| 1          | PRELIMINARIES   | 54      |        |
| 2          | ALTERATIONS   | 57      |        |
| 3          | BUILDING  | 73      |        |
|            | MPEDI MASOLA ECD Sub total (VAT excl.) CARRIED TO CLUSTER SUMMARY |         | R      |
|            | <b>Carried to Final Cluster Summary</b>                           |         | R      |

**FINAL SUMMARY-CLUSTER 2**

**APPOINTMENT OF CONTRACTOR FOR THE  
REFURBISHMENT OF SETLOGOLO SA BATHOKWA  
CRECHE, MARIBE CRECHE, RETHABILE DAY CARE,  
ELIAS MOTSOLEDI CRECHE AND MPEDI MASOLA  
CRECHE IN CAPRICORN DISTRICT.  
CONTRACT No. LDPWRI-B/20385**

|   |   | Amount |
|---|---|--------|
|   |   | R c    |
| 1 | SETLOGOLO SA BATHOKWA CRECHE –FINAL SUMMARY (VAT EXCL.) |        |
| 2 | MARIBE CRECHE – FINAL SUMMARY (VAT EXCL.)               |        |
| 3 | RETHABILE DAY CARE CRECHE – FINAL SUMMARY (VAT EXCL.)   |        |
| 4 | ELIAS MOTSOLEDI CRECHE – FINAL SUMMARY(VAT EXCL.)       |        |
| 5 | MPEDI MASOLA CRECHE – FINAL SUMMARY (VAT EXCL.)         |        |
|   | Sub Total A   | R      |
|   | Sub Total B   | R      |
|   | <b><u>VALUE ADDED TAX</u></b>                           |        |
|   | Add provision for Value Added Tax:                      |        |
|   | Allow 15% of Sub-Total B                                | R      |
|   | <b><u>TOTAL CARRIED TO FORM OF TENDER</u></b>           | R      |