

Unit

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## ADDENDUM

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**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**DEFINITIONS**

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0 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 a 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:

"**FRAUDULANT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process in the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderes (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.

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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 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

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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#### OBJECTIVE AND PREPARATION

#### 2 A2 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

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3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent and agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

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4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

**Replace first sentence of Clause 7.2 with the following:**

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

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5 A5 EMPLOYER'S AGENTS

The employer shall appoint an architect as principal agent and as architect.

The architect shall notwithstanding anything to the contrary contained in the Principal Building Agreement be responsible for the architectural design, functional design, primary design coordination and for quality control. This principal agent/architect shall be registered in terms of the Architect's Act of 1970 or the consortium so named in the schedule and shall comply with the terms of the aforementioned act.

The principal agent/architect shall:

- monitor and control progress and scheduling
- monitor all contract conditions, and
- coordinate the efforts of the employer's agents, the contractor and subcontractors

The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part

The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process

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**6 A6 CONTRACTOR'S SITE REPRESENTATIVE**

Clause 6.0

The Contractor shall not make any change to the management of the works without the Principal Agent's written approval

Should the Principal Agent consider that the Contractor's representative appears to be incompetent, or act in an uncooperative or improper manner, he may instruct that the representative be removed from the Works and be replaced by a competent and cooperative person to the Principal Agent's satisfaction

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**7 A7 COMPLIANCE WITH REGULATIONS**

Clause 7.0

**Note:** A separate clause has been included in Section C : Specific Preliminaries of the **bills of quantities / lump sum document** 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 A8 WORKS RISK**

Clause 8.0

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**9 A9 INDEMNITIES**

Clause 9.0

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10 A10 WORKS INSURANCES

Clause 10.0

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 **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

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**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 negligence 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 negligence 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**
- (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**

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- (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's** own costs

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**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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14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

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14.4 Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

14.4.3 The **employer** shall return the variable construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable construction guarantee

14.5 Where **security** as a fixed construction guarantee of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed construction guarantee to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

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14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

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14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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**EXECUTION**

**15 A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

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), 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 15.1.2 and 15.1.4

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**16 A16 ACCESS TO THE WORKS**

Clause 16.0

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17 **A17 CONTRACT INSTRUCTIONS**  
**Site instructions**

Instructions issued on **site** are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor**

Clause 17.0

**Replace Clause 17.4 with the following:**

The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

**Add the following clause as Clause 17.6:**

Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

Item

18 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

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19 **A19 ASSIGNMENT**

Clause 19.0

Fixed: \_\_\_\_\_  
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20 A20 NOMINATED SUB-CONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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21 A21 SELECTED SUBCONTRACTORS

Clause 21.10: After "21.9", insert "another selected subcontractor shall be selected and employed by the Contractor subject to the approval of the Principal Agent and"

Written proof is required from subcontract tenderer at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted

All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors

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**22 A22 EMPLOYER'S DIRECT CONTRACTORS**

**Clause 22.0**

The Tenderer is advised that during the progress of the Works, the Employer may instruct certain works by persons contracted directly to himself. The Contractor shall be required to afford such "direct contractors" the necessary co-operation, and access to the Site for the purpose of executing their works.

The Employer will enter into direct contracts, and the Contractor will be required - at no additional charge - to participate in the co-ordination of such contracts with the Principal Agent, and liaise with such contractors and provide reasonable access, information, etc., to facilitate timeous completion of the Works. The Employer will endeavour to ensure that such contractors operate only in areas, and at times convenient to the Contractor.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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**23 A23 CONTRACTOR'S DOMESTIC  
SUBCONTRACTORS**

**Clause 23.0**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**COMPLETION**

**24 A24 PRACTICAL COMPLETION**

**Clause 24.0**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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**25 A25 WORK'S COMPLETION**

**Clause 25.0**

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26 **A26 FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

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27 **A27 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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28 **A28 SECTIONAL COMPLETION**

Clause 28.0

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29 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.1.1: Inclement weather. Should work be delayed due to exceptionally inclement weather, the following procedure is to be adopted:

- i. Once rain commences on Site and work is stopped, the Contractor shall immediately advise the Principal Agent, and ensure that the duration (in hours) is recorded in the minutes of the succeeding Site Meeting, if approved by the Principal Agent
- ii. Stoppages recorded late (in later meetings), shall not be accepted as a basis for the granting of extensions of time
- iii. Extensions of time is granted only for work on the critical path on regular working days, Mondays to Fridays - excluding holidays. "Critical path" is defined to include only work that is critical at the time of the event/s and not necessarily in accordance with the original Programme

Should the Contractor consider that he will be unable to meet the Project completion date due to any to any cause whatsoever, he shall give notice to that effect (stating reasons in writing) within seven calendar days of the cause of such delay first becoming apparent. Failure to do so will nullify any reimbursement that may have become due to the Contractor in terms of any programme acceleration or extension of time, granted. This shall be read together with clause 29.4.3 of the Principal Building Agreement. The notice period is varied by this note.

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30 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

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**PAYMENT**

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Notwithstanding this or any other clause, payment for unfixed materials on or off the Site shall be at the sole discretion of the Principal Agent.

Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment, without provision of a guarantee from a bank or financial institution in a form approved by the Principal Agent.

Replace "within 7 (seven) days ... stated in schedule" with "within 14 (fourteen) days from date of Certificate."

Clause 31.9: Amend to read: "The Employer shall pay to the Contractor the amount certified within thirty (30) calendar days of the date of issue of the Payment Certificate. Payment shall be subject to the Contractor giving the Employer a tax invoice for the amount due within the relevant period for payment.

Clause 31.10: Delete the word "practical" and insert the word "final" in the first and second sentences.

Clause 31.11: Delete the words "sixty percent (60%)" and insert the words "fifty percent (50%)"

32 Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

**Alternative A**

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

**Alternative B**

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

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33 Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

34 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.2.3: Delete the words: "ten per cent" and the figure "10%" and replace with the words "seven and a half per cent" and the figure "7.5%"

Clause 32.4: Delete the words: "ten per cent" and the figure "10%" and replace with the words "seven and a half per cent" and the figure "7.5%"

Notwithstanding the provisions of clause 32.13 or any other clause all fluctuations in costs shall be for the account of the contractor. See also clause 41.4.6 No qualification in respect of fluctuations in cost in respect of labour, plant, materials, preliminaries, etc., will be accepted. All fluctuations in costs - inter alias -of labour, materials, taxes (excluding Value Added Tax)exchange rates, transport charges, plant, overheads, etc., after the closing of tenders shall be to the contractor's account. Rates tendered shall remain fixed any fluctuation in the value of the Works, and shall remain of the Contract, and also for any extension of the Contract the Principal Agent.

The Tenderer is to submit a fixed price escalation calculations) based upon the Programme stated allowing for the commencement of such programme to be maximum of a further thirty (30) days.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

35 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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36 **A34 FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.8: Replace the words: " where security as has been selected" with "provided that the final account has been signed by the parties".

Clause 34.10: Amend to read: "The Employer shall pay to the Contractor the amount certified for payment in the Final Payment Certificate within thirty (30) calendar days of the date of issue of the Final Payment Certificate, subject to Contractor giving the Employer a Tax Invoice for the amount due within the relevant period for payment".

Clause 34.12: Replace the words: "sixty per cent (160%)" with "fifty per cent (150%)". The employer shall not pay any interest on amounts payable to the contractor for one hundred and forty two (142) days after the date of issue of the certificate of practical completion.

The employer shall, however, pay interest to the contractor stipulated in clause 34.11 on any amounts payable to the than one hundred and forty two (142) days after the date certificate of practical completion but only for such a period of the final account is delayed by the non-performance of or the employer or his agents.

In evaluating non-performance for purposes of this clause shall be allowed to the employer or his agents to respond brought to his/their attention and which may affect the settlement account.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

37 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**CANCELLATION**

**A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT**

Clause 36.0

Clause 36.1 is amended by the addition 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: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

38 **A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

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

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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: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

39 **A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clauses 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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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ADDENDUM

40 **A39 CESSATION - CANCELLATION OF THE WORKS**

Clause 39.0

Clauses 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 a report"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

41 **A40 DISPUTE SETTLEMENT**

Clause 40.0

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: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**SUBSTITUTE PROVISIONS**

42 **A41 STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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**CONTRACT VARIABLES**

**THE SCHEDULE (DPW04EC)**

43 **A42 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**SECTION B: JBCC PRELIMINARIES**

**1: DEFINITIONS AND INTERPRETATION**

44 ***Definitions and interpretation***

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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**2: DOCUMENTS**

**45 Clause 2.1 - Checking of documents**

The Architects and Engineers drawings from which these Bills of Quantities have been prepared, have been issued with the Tender Enquiry Document, or are in the possession of the Quantity Surveyor and may be inspected by the Contractor by appointment during business hours at any time during the progress of the work and until the settlement of the Final Account.

Descriptions of materials and methods of construction referred to in these Bills of Quantities must be read in conjunction with the issued drawings and relevant Model Preambles.

Where descriptions in these Bills of Quantities differ from those contained in the relevant Preambles the description in these Bills of Quantities will apply.

No claim will be considered with respect to errors in pricing due to brevity of descriptions which are fully described when read in conjunction with the relevant drawing or Preambles.

**Clause 2.3 - Availability of construction documentation for contracts based on provisional bills of quantities**

The Tenderer shall together with his programme, submit periods for each area of sub-contract or independent activity. Principal Agent shall, in his sole discretion determine the which documentation should be prepared in order to meet agreed construction programme.

Refer Clause 12.1 - The Schedule for details of the variables.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**46 Provisional bills of quantities**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**47 Availability of construction documentation**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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48 **Interests of agents**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

49 **Priced documents**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

50 **Tender submission**

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

**3: THE SITE**

51 **Defined works area**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

52 **Geotechnical investigation**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

53 **Inspection of the site**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

54 **Existing premises occupied**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

55 **Previous work - dimensional accuracy**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

56 **Previous work - defects**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

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57 **Services - known**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

58 **Services - unknown**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

59 **Protection of trees**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

60 **Articles of value**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

61 **Inspection of adjoining properties**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

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**4: MANAGEMENT OF CONTRACT**

62 **Management of the works**

Clause 4.1

"The contractor shall, to the satisfaction of the principal agent, provide the services of an **experienced** and **"competent"** Construction Manager and Site Agent supported by a management team who shall, inter-alia be responsible for all activities of the contractor and all subcontractors and in particular:

**"Competent Person"** refers to an individual with relevant experience and qualifications in the built environment. This person is professionally registered with SACPCMP as a **Professional Construction Manager (Pr.CM)** and Site Agent as a **Professional Engineer/Tech. Engineer (Pr.ENG / Pr.Tech. RNG)**.

Management of the works Clause 4.1 shall be deemed to amended by the addition of the following:

"The contractor shall, to the satisfaction of the principal agent, provide the services of an experienced and competent Construction Manager and Site Agent supported by a management team who shall, inter-alia be responsible for all activities of the contractor and all subcontractors and in particular:

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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## 63 Programme for the works

## Clause 4.2

The Tenderer shall submit, together with his tender, a programme compatible with his Method Statement and procurement schedule, setting out that basis on which he intends approaching construction.

This programme, procurement schedule and project organisational structure shall be amended and agreed upon with the Project Manager/ Principal Agent before the commencement of the Works. The Programme shall clearly indicate the critical path, and the basis on which it shall be determined as the actual activity occurs. (a) Programming (b) Scheduling (c) (d) Production of shop drawings and samples (e) Procurement expediting (f) Liaison and coordinating of construction (g) Commissioning, instruction, handover and follow-up (h) Monitoring and reporting on building activities taking place off site

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

64 **Progress meetings Professional team attendance:**

### Clause 4.3

The professional team shall discharge their obligations in terms of the Contract.

The Contractor must prepare a progress report to the satisfaction of the Principal Agent and include an Information Required Schedule

This is without any prejudice to any other rights contained in the provisions of the Contract.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

65 **Technical meetings**

## Clause 4.4

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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66 **Labour and plant records**

Clause 4.5

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**

67 **Samples of materials**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

68 **Workmanship samples**

The Principal Agent may instruct the Contractor to prepare certain samples or "**mock-ups**" of works to be executed. Once the quality of workmanship and materials in such a sample is **approved** by the Principal Agent, he shall be entitled to **reject** any workmanship that does **not correspond** with the **quality** of the **approved sample**.

The Contractor shall submit the samples or prepare the Mock-ups within a reasonable time of the request, and allow sufficient time for their consideration.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

69 **Shop drawings**

Clause 5.3 shall be deemed to be amended by the addition of the following:

Shop drawings are drawings, illustrations, schedules, performance charts, brochures and other data which are prepared by the contractor or subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the work

Shop drawings are deemed to include drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the contractor, or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the work

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Submission of shop drawings:

The contractor/subcontractor shall prepare and submit at his own expense shop drawings of all fabricated work, working or setting drawings, shop details and schedules to the principal agent for approval both by the principal agent and other agents (consulting engineers) where applicable and such work shall not be performed by the contractor until such approval has been given

The contractor shall present a complete schedule showing the sequence and dates of submission of shop drawings as well as the scheduled dates for approval of all drawings for all applicable trades and including inter alia mechanical and electrical subcontractors. This schedule shall take into account that the principal agent reserves a 14 day check period from the date of the receipt of all shop drawings and/or catalogue data

All submissions shall be on dates as indicated in the above schedule and sufficiently in advance to permit the contractor to meet fabrication deadlines and no claim for extension to the contract time shall be granted the contractor by reason of his failure in this respect. Unless specifically directed to the contrary, the submission and resubmission of shop drawings, setting drawings and schedules shall be in the form of one

reproducible transparency and one print. The contractor shall submit two copies of catalogues and data for approval

Checking and approval of shop drawings by contractor:

It is the contractor's responsibility to check all submissions for conformity with the contract drawings and specifications and to correct any errors, omissions or deviations before their transmission to the principal agent. All submissions shall bear the contractor's dated stamp of approval as evidence that they have been checked and corrected

Any drawings and schedules of catalogues submitted without this stamp will not be considered by the principal agent and shall be returned

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As soon as the principal agent has approved the drawings the contractor shall forward to the principal agent five prints of the approved shop drawings, setting drawings and schedules. The contractor shall also furnish to the works as many prints of the approved shop drawings and schedules as required. No work shall be performed from any shop drawings and/or catalogues not stamped with the principal agents' approval and such stamped drawings and/or catalogues shall be kept available at the site office as evidence of such approval

Approval by principal agent:

The contractor shall be responsible for dimensions, design of adequate connections, details for the satisfactory construction of all work and the furnishing of materials or work required by the contract even if not indicated on the submissions that have been approved by the principal agent

The principal agent shall check only for conformance with the design concept of the project and with the information given in the contract documents. The principal agents' approval of a separate item shall not relieve the contractor of responsibility for design, erection or installation fit of an assembly in which the item will function or for errors or omissions in the shop drawings. If the submissions differ from the requirements of the contract, the contractor shall make specific mention of each difference in his letter of transmission, with a request for substitution, together with his reasons for same in order that, if acceptable, suitable action may be taken by the principal agent. The contractor shall not be relieved of the responsibility for executing the work in accordance with the requirements of the contract

**Corrections of shop drawings** by the principal agent are **not intended to change the scope** of the work. Should any such correction constitute a change of scope of work, the contractor shall notify the principal agent in writing within seven calendar days of such change and shall not proceed with the fabrication until so authorised by the principal agent

Claims for change of scope, made after performance of the work constituting the

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claimed change of scope, shall not be considered

In addition to shop drawings, the contractor shall also supply to the principal agent marked up structural or other drawings showing any changes and/or additional requirements to be made in the structure in order to fit in dimensions of apparatus and materials to be installed by him. This information to be supplied in accordance with the programme

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

70 **Compliance with manufacturer's instructions**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**6: TEMPORARY WORKS AND PLANT**

71 **Deposits and fees**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

72 **Enclosure of the works**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

73 **Advertising**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

74 **Plant, equipment, sheds and offices**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

75 **Main notice board**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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76 **Subcontractors' notice board**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

**7: TEMPORARY SERVICES**

77 **Location**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

78 **Water**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

79 **Electricity**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

80 **Telecommunication facilities**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

81 **Ablution facilities**

A separate office for use by the principal agent, the employer and other agents shall be provided, minimum size 6 x 4 x 2,7m high internally, suitably ventilated, heated, well lit and quiet; fitted with two desks, sufficient drawing cabinets, table and chairs. The office shall be kept clean and fit for use at all times

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

**8: PRIME COST AMOUNTS**

82 **Responsibility for prime cost amounts**

Fixed: \_\_\_\_\_  
Time: \_\_\_\_\_

Value: \_\_\_\_\_

Item

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**9: ATTENDANCE ON N/S SUBCONTRACTORS**

83 **General attendance**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

84 **Special attendance**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

85 **Commissioning - fuel, water and electricity**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**10: FINANCIAL ASPECTS**

86 **Statutory taxes, duties and levies**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

87 **Payment for preliminaries**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

88 **Adjustment of preliminaries**

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

89 **Payment certificate cash flow**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**11: GENERAL**

90 **Protection of the works**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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91	<b>Protection / isolation of existing / sectionally occupied works</b>	Fixed: _____ Time: _____	Value: _____	Item
92	<b>Security of the works</b>	Fixed: _____ Time: _____	Value: _____	Item
93	<b>Notice before covering work</b>	Fixed: _____ Time: _____	Value: _____	Item
94	<b>Disturbance</b>	Fixed: _____ Time: _____	Value: _____	Item
95	<b>Environmental disturbance</b>	Fixed: _____ Time: _____	Value: _____	Item
96	<b>Works cleaning and clearing</b>	Fixed: _____ Time: _____	Value: _____	Item
97	<b>Vermin</b>	Fixed: _____ Time: _____	Value: _____	Item
98	<b>Overhand work</b>	Fixed: _____ Time: _____	Value: _____	Item
99	<b>Instruction manuals and guarantees</b>	Fixed: _____ Time: _____	Value: _____	Item
100	<b>As built information</b>	Fixed: _____ Time: _____	Value: _____	Item

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101	<p><b>Tenant installations</b></p> <p>Fixed: _____ Value: _____</p> <p>Time: _____</p> <p><b>12: SCHEDULE OF VARIABLES</b></p>	Item	
102	<p><b>Schedule of Variables</b></p> <p>Fixed: _____ Value: _____</p> <p>Time: _____</p> <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender 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 Preliminaries.</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted.</p> <p>Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p> <p><b>12.1 PRE TENDER INFORMATION</b></p> <p><b>12.1.1 Provisional Bills of Quantities</b></p> <p>[2.2] The quantities are provisional NO</p> <p><b>12.1.2 Availability of construction documentation</b></p> <p>[2.3] <i>Construction of documentation is complete</i> YES</p> <p><b>12.1.3 Interest of agents</b></p> <p>[2.4] Details:</p> <p><b>12.1.4 Defined works area</b></p> <p>[3.1] Details:</p> <p><b>12.1.5 Geotechnical investigation</b></p> <p>[3.2] Details:</p> <p><b>12.1.6 Existing premises occupied</b></p> <p>[3.4] Specific requirements:</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item	

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12.1.7 **Previous work - dimensional accuracy**  
[3.5] Details:

12.1.8 **Previous work - defects**  
[3.6] Details:

12.1.9 **Services - known**  
[3.7] Details:

12.1.10 **Protection of trees**  
[3.9] Specific requirements:

12.1.11 **Inspection of adjoining properties**  
[3.11] Specific requirements:

12.1.12 **Enclosure of the works**  
[6.2] Specific requirements:

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.

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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 as type Drawing GEN 063, 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

NO

Specific requirements:

12.1.16 **Water**

[7.2] Option A (by contractor)

YES

Option B (by employer - free of charge)

NO

Option C (by employer - metered)

NO

12.1.17 **Electricity**

[7.3] Option A (by contractor)

YES

Option B (by employer - free of charge)

NO

Option C (by employer - metered)

NO

12.1.18 **Telecommunications**

[7.4] Telephone

YES

Facsimile

YES

E-mail

YES

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12.1.19 **Ablution facilities**

[7.5] Option A (by contractor)

YES

Option B (by employer)

NO

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

[11.2] Protection is required

YES

12.1.21 **Special attendance**

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

**Subcontractor (2) details:**

**Subcontractor (3) details:**

**Subcontractor (4) details:**

12.1.22 **Protection of works**

[11.1] Specific requirements:

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:

12.2 **POST-TENDER INFORMATION**

12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated)

YES/NO

Option B (calculates)

YES/NO

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12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)

YES/NO

Option B (detailed breakdown)

YES/NO

12.2.3 **Additional agreed preliminaries items**

Details:

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**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**

103 **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 intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

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104 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website <<http://www.publicworks.gov.za/>> under "Consultants Guidelines", and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

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Item

105 **C3 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

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106 **C4 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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107 **C5 VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

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108 **C6 COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

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109 C7 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** 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 Defence Force, Police or chief security officer

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Item

110 C8 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**

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Item

111 C9 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

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**C10 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

112 **C10.1 AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

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113 **C10.2 AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, 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

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114 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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115 **C10.4 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

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Item

116 **C10.5 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

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**117 C11 : OCCUPATIONAL HEALTH AND SAFETY ACT**

It is required of the Contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing thereof is made under items C9.1 to C9.9 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 Occupational Health and Safety Act, Construction Regulations and Health & Safety specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Part 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

All references hereunder are to Regulations of the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993),

The Contractor shall, in submitting his bid, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations

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Item

**118 C11.1 NOTIFICATION OF CONSTRUCTION WORK  
(Regulation 3)**

The Contractor shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3. The Contractor shall submit the notification in writing, on the appropriate form, prior to commencement of work

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**119 C11.2 HEALTH AND SAFETY PLAN (Regulation 5)**

The Contractor shall provide and demonstrate to the Principal Agent a suitable and sufficiently documented health and safety plan based on the Act, Construction Regulations and the health and safety specification, which shall be applied from the date of commencement of and for the duration of the construction work. The Contractor shall ensure that a copy of the health and safety plan is available on request to an employee, inspector, sub contractor or principal agent all in terms of Regulation 5

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**120 C11.3 REGISTRATION WITH THE COMPENSATION FUND(Regulation 5.3)**

The Contractor shall provide proof of his registration and good standing with the Compensation Fund or a licensed compensation insurer prior to the commencement of work

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**121 C11.4 HEALTH AND SAFETY FILE (Regulation 4.2)**

The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the principal agent

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ADDENDUM

**122 C11.5 SUPERVISION OF CONSTRUCTION WORK  
(SAFETY OFFICIER) (Regulation 6)**

The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work. The Contractor shall appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to Regulation 6

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Item

**123 C11.6 RISK ASSESSMENT AND SAFETY  
POLICY(Regulation 7)**

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection. The Contractor shall at all time carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7

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**124 C11.7 SIGNIFICANT HAZARDA IDENTIFICATION  
RISK ASSESSMENT PREPARED BY THE DESIGN  
CONSULTANTS**

The Contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants

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125 **C11.8 ADDITIONAL FINANCIAL PROVISION**

The Contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not been specifically elsewhere provided

Item

126 **C11.9 FALL PROTECTION PLAN (Regulation 8)**

The contractor shall, before commencing any construction work submit a fall protection plan identified all steps to be taken in order to ensure the continued adherence to the fall protection plan and shall include a risk assessment of all work carried out from an relevant position. The fall protection plan shall form part of the health and safety plan and file

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Item

127 **C11.10 PHYSICAL AND PSYCHOLOGICAL FITNESS (Regulation 8.2(b))**

The contractor and sub-contractors shall before commencing any construction work submit proof of his employees that shall carried out work from an elevated position their physical and psychological fitness. And shall be recorded in the health and safety file

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Item

128 **C11.11 CONSTRUCTION VEHICLES AND MOBILE PLANT**

The contractor and sub-contractors shall ensure that all operated workers received training and been certified competent to operate such vehicle, and are physical and psychological fit to operate such construction vehicles and mobile plants. And shall be recorded in the health and safety file

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**C11.12 TRAINING**

The contractor and sub-contractors shall, before commencing any construction work, submit his training program of all his employees. This program shall form part of the health and safety plan

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**C11.13 DEMOLITION WORK(Regulation 5)**

The contractor shall, before any demolition work shall carried out, submit all method of demolition to be used. This method shall form part of the health and safety plan and file.

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**C11.14 REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL(Asbestos Regulation)**

The principal contractor shall appoint a contractor that is registered with the Department of Labour as an AIA. The contractor must allow for:  
NOTIFICATION OF ASBESTOS PROCESSING  
PERSONAL PROTECTIVE EQUIPMENT  
PACKAGING AND TRANSPORT AND STORAGE TO DISPOSAL SITE  
DEMOLITION WORK OF SHEETS  
LABELLING AND INFORMATION

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