



Construction Procurement Documents

For use with:

JBCC Principal Building Agreement, Edition 6.2, May 2018

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (August 2019)

REF NO. MBTC10/2023:

RENOVATIONS AND MAINTENANCE OF THE MANDELA BAY THEATRE COMPLEX

VOLUME 3 OF 3: THE CONTRACT

ISSUED BY:	PREPARED BY:
<p>Mandela Bay Theatre Complex Cnr John Kani Road & Winston Ntshona Street Central Gqeberha 6001</p> <p>Contact: MBTS Supply Management Unit E-mail: suppliers@mandelabaytheatre.co.za</p>	<p>BTM Quantity Surveyors EC (Pty) Ltd 84 Cape Road Mill Park Port Elizabeth/Gqeberha 6001</p> <p>Contact Person: Name: Mr C Scott Tel.: 041 – 373 9127 E-mail: clements@btm.co.za</p>

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- C4: Site Information

C1.2(1): Contract Data: Parts A, B & C: Project and Contract Information and Tender Closing

The Conditions of Contract are clauses 1.0 to 30.0 of the **JBCC Principal Building Agreement, Edition 6.2, May 2018** prepared 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 or 041-3651835) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (011-4860684 or 041-5858037).

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.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

Parts A, B and C: Contract Data – Project and Contract Information and Tender Closing

SECTION NO.	DESCRIPTION
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A	PROJECT INFORMATION
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A 1.0	[1.1]	Works	
		Project name:	Renovations and Maintenance of the Mandela Bay Theatre Complex.
		Reference number:	Ref No. MBTC10/2023
		Works description:	Refer to document C3 – Scope of Work.
A 2.0	[1.1]	Site	
		Erf / stand number:	Refer to document C4 – Site Information.
		Township / Suburb:	Central, Gqeberha
		Site address:	Cnr John Kani Road & Winston Ntshona Street, Central, Gqeberha, 6001
		Local Authority:	Nelson Mandela Bay Municipality

A 3.0	[1.1]	Employer	
		Name:	Mandela Bay Theatre Complex (MBTC)
		Legal entity of above:	Mandela Bay Theatre Complex
		Business registration number:	Gazette No. 486/4-6-2021, Schedule 3a Public Entity
		VAT number:	N/a
		Country:	South Africa

		Postal address:	Private Bag 1556, Central, Gqeberha, 6000
		Physical address:	Cnr John Kani Road & Winston Ntshona Street, Central, Gqeberha
		Contact:	MBTC Supply Management Unit
		Email:	suppliers@mandelabaytheatre.co.za

A 4.0	[1.1]	Principal agent	
		Name:	The Matrix Architects
		Legal entity of above:	The Matrix Urban Designers and Architects
		Practice number:	
		Country:	South Africa
		Postal address:	PO Box 1737, Gqeberha, 6000
		Physical address:	Office 01, Bloomingdales Lifestyle Centre, 145 Main Road, Walmer, Gqeberha, 6065
		Contact person:	Prof A Herholdt
		Telephone number:	041 582 1073
		Email:	albrecht@thematrixcc.co.za

A 5.0	[1.1; 6.2]	Agent	
		Discipline:	Architect/s
		Name:	The Matrix Architects
		Legal entity of above:	The Matrix Urban Designers and Architects
		Practice number:	
		Country:	South Africa
		Postal address:	PO Box 1737, Gqeberha, 6000
		Physical address:	Office 01, Bloomingdales Lifestyle Centre, 145 Main Road, Walmer, Gqeberha, 6065
		Contact person:	Prof A Herholdt
		Telephone number:	041 582 1073
		Email:	albrecht@thematrixcc.co.za

A 6.0	[1.1; 6.2]	Agent	
		Discipline:	Quantity Surveyor/s
		Name:	BTKM Quantity Surveyors EC (Pty) Ltd
		Legal entity of above:	Company
		Practice number:	64749202 (ASAQS)
		Country:	South Africa
		Postal address:	PO Box 40052, Walmer, 6065
		Physical address:	84 Cape Road, Mill Park, Port Elizabeth, 6001
		Contact person:	Mr. C Scott
		Telephone number:	041 373 9127
		Email:	clements@btkm.co.za

A 7.0	[1.1; 6.2]	Agent	
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		Discipline:	
		Name:	
		Legal entity of above:	
		Practice number:	
		Country:	
		Postal address:	
		Physical address:	
		Contact person:	
		Telephone number:	
		Email:	

A 8.0	[1.1; 6.2]	Agent	
		Discipline:	
		Name:	
		Legal entity of above:	
		Practice number:	
		Country:	
		Postal address:	
		Physical address:	
		Contact person:	
		Telephone number:	
		Email:	

A 9.0	[1.1; 6.2]	Agent	
		Discipline:	
		Name:	
		Legal entity of above:	
		Practice number:	
		Country:	
		Postal address:	
		Physical address:	
		Contact person:	
		Telephone number:	
		Email:	

B	CONTRACT INFORMATION		
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B 1.0	[1.1]	Definitions	
		Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (ASAQS 7th Edition 2015)

B 2.0	[2.0]	Law, regulations and notices	
	[2.1]	Law applicable to the works, state country	Republic of South Africa

B 3.0	[3.0]	Offer and acceptance	
	[3.2]	Currency applicable to this agreement	ZAR (South African Rand)

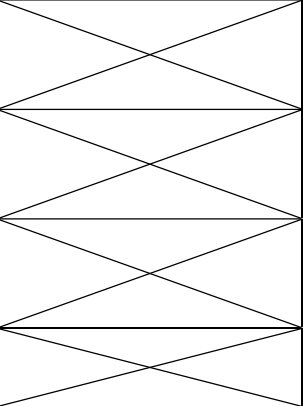
B 4.0	[5.0]	Documents	
	[5.2]	The original signed agreement is to be held by the principal agent , if not, indicate by whom	Principal Agent
	[5.6]	Number of copies of construction information issued to the contractor at no cost	3 (three)

	[5.2]	Documents comprising the agreement	Page numbers
		The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
		The JBCC® Principal Building Agreement – Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
		The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
		Volume 1: Tendering Procedures Volume 2: Returnable Documents Volume 3: The Contract (including priced provisional bills of quantities)	

		Contract drawings - description	Number	Revision	Date
		a) Architectural Drawings; Site Plan Entrance Floor	286/000-EXT 286/100-EXT	N/A	07/07/2022

		First Floor Plan	286/101-EXT		
		Balcony floor plan	286/102-EXT		
		Sections 1	286/200-EXT		
		Exterior Coloured Elevation	286/302-EXT		

B 5.0	[6.0]	Employer's agents			
	[6.2]	Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works		Principal Agent (Refer A 4.0)	
	[6.3]	Principal agent's and agent's interest or involvement in the works other than a professional interest		None	

B 6.0	[10.0]	Insurances			
	Insurances by Contractor		Amount including tax	Deductible amount including tax	
	Contract works insurance:				
	[10.1.1]	New works (contract sum or amount)	Contract Sum plus 20%	To be determined by contractor	
	[10.2]	Works with practical completion in sections (contract sum or amount)	N/a	N/a	
	[10.3]	Works with alterations and additions (reinstatement value of existing structures with or including new works)	N/a	N/a	
	[10.1.1; 10.2]	Direct contractors where applicable, to be included in the contractors works insurance	N/a		
	[10.1.1; 10.2]	Free issue where applicable, to be included in the contract works insurance	N/a		
		Escalation, professional fees and reinstatement cost if not included above			
	Total of the above contract works insurance amount		-		
	[10.1.2; 10.2]	Supplementary insurance	Contract sum plus 20%	To be determined by contractor	
	[10.1.3; 10.2]	Public liability insurance	R10 000 000.00	To be determined by contractor	

	[10.1.4; 10.2]	Removal of lateral support insurance	N/a	
	[10.1.5]	Other insurances	Yes/No?	
	Yes		If yes, description 1	
	As required by contractor			
	Yes/no?		If yes, description 2	

B 7.0	[12.1]	Obligations of the employer		
	[12.1.2]	Existing premises will be in use and occupied	Yes	
		If yes, description	Daily during working hours.	
	[12.1.2]	Restriction of working hours	24 hr security on site.	
		If yes, description	N/A	
	[12.1.3]	Natural features and known services to be preserved by the contractor	No	
		If yes, description	N/A	
	[12.1.4]	Restrictions to the site or areas that the contractor may not occupy	Yes	
		If yes, description	Office and ablution unless work being carried out.	
	[12.1.10]	Supply of free issue	No	
		If yes, description	N/A	

B 8.0	[14.0]	Nominated subcontractors		
	[14.1.4]	Specialisation 1	N/A	
		Specialisation 2	N/A	
		Specialisation 3	N/A	
		Specialisation 4	N/A	
		Specialisation 5	N/A	

B 9.0	[15.0]	Selected contractors		
	[12.1.11]	SMME Package 1	Various SMME Subcontractors	
		SMME Package 2	Various SMME Subcontractors	
		SMME Package 3	Various SMME Subcontractors	
		SMME Package 4	Various SMME Subcontractors	
		SMME Package 5	Various SMME Subcontractors	

		SMME Package 6	Various SMME Subcontractors
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B 10.0	[16.0]	Direct Contractors	
	[12.1.11]	Extent of work	N/A
		Extent of work	N/A
		Extent of work	N/A
		Extent of work	N/A
		Extent of work	N/A
		Extent of work	N/A

B11.0	[20.1]	Description of sections	
		Section 1	N/A
		Section 2	N/A
		Section 3	N/A
		Section 4	N/A
		Section 5	N/A
		Section 6	N/A
		Section 7	N/A
		Section 8	N/A
		Section	N/A
			Remainder of the works: N/A

B12.0	[12.1.5] [19.0; 20.0] [24.0]	Possession of site, practical completion and penalties				
	[12.1.5] [12.2.7] [19.0] [19.3] [20.0] [24.1]	Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
			Date	Working days	Date	Penalty amount per calendar day
			To be confirmed	5 (five)	Eight (8) months from date of possession of the site	Four cents (R0.04) per R100.00 of the Contract Value excluding VAT
	Or where sections are applicable:					

	[12.1.5] [12.2.7] [19.0] [19.3] [20.0] [24.1]	Practical completion of a section of the works	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date		Working days	Date	Penalty amount per calendar day	
	Section 1	N/A	N/A	N/A	N/A	
	Section 2					
	Section 3					
	Section 4					
	Section 5					
	Section 6					
	Section 7					
	Section 8					
	Remainder of the works					
Criteria to achieve practical completion not covered in the definition of practical completion :			N/A			

B12.0	[25.0]	Payment				
	[25.2]	Date of month for issue of regular payment certificates			25th	
	[25.3.4; 26.9.5]	Cost fluctuations			No	
		If yes, method to calculate			N/A	

B13.0	[30.0]	Dispute resolution				
	[30.6.1; 30.10]	Adjudication Name of nominating body			Association of Arbitrators (Southern Africa) NPC	
	[30.6.2]	Applicable rules for adjudication			JBCC Adjudication Rules (January 2020)	
	[30.7.4; 30.10]	Arbitration Name of nominating body			Association of Arbitrators (Southern Africa) NPC	
	[30.7.5]	Applicable rules for arbitration			Rules for the Conduct of Arbitrations: 2018 Edition of the Association of Arbitrators (Southern Africa) NPC	

B14.0		JBCC® General Preliminaries - selections				
	[P2.2]	Provisional bills of quantities			Yes	
	[P2.3]	Availability of construction information			Yes	
	[P3.1]	Previous work – dimensional accuracy – details of previous contract(s)			N/A	

B14.0 (cont.)	[P3.2]	Previous work – defects – details of previous contract(s)		N/A
	[P3.3]	Inspection of adjoining properties – details		All adjacent buildings, roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.
	[P4.1]	Handover of site in stages – specific requirements		N/A
	[P4.2]	Enclosure of the works - specific requirements		The Contractor must make provision for fencing the contractor's yard/camp site with suitable fence at least 1,8m high with lockable access gates, which must be maintained during the construction period and removed on completion of the works
	[P4.3]	Geotechnical and other investigations – specific requirements		N/A
	[P4.5]	Existing premises occupied - details		Yes, The existing theatre building will be in use and occupied.
	[P4.6]	Services – known – specific requirements		All existing services in the roof space are to be protected during the execution of the work
	[P8.1]	Water	By contractor	Yes
			By employer	No
			By employer – metered	No
	[P8.2]	Electricity	By contractor	Yes
			By employer	No
			By employer – metered	No
	[P8.3]	Ablution and welfare facilities	By contractor	Yes
			By employer	No
	[P8.4]	Communication facilities – specific requirements		The contractor shall provide cell phone and email facilities on site at all times.
	[P11.1]	Protection of the works – specific requirements		The contractor shall take all appropriate measures for general security and protection of the works.
	[P11.2]	Protection / isolation of existing works and works occupied in sections – specific requirements		The contractor shall take all appropriate measures for general security and protection of the existing works.
	[P11.5]	Disturbance – specific requirements		All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as

			they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever.
	[P11.6]	Environmental disturbance	<p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.</p> <p>The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works.</p>

B 17.0 Changes made to JBCC documentation

		<p>1.1 Definitions</p> <p>AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion</p> <p>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information</p> <p>INTEREST: 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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of</p>
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		<p>section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State</p> <p>PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. 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 the employer's representative as named in the contract data for organs of state and other public sector bodies</p> <p>3.0 Offer and Acceptance</p> <p>Amend 3.3 to read as follows:</p> <p>This agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]</p> <p>6.0 Employer's Agents</p> <p>Add the following as 6.7:</p> <p>In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4</p> <p>9.0 Indemnities</p> <p>9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the contractor"</p> <p>10.0 Insurances</p> <p>Add the following as 10.1.5.1:</p> <p>Hi Risk Insurance</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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.1.5.1.1 Damage to the works</p> <p>The contractor shall, from the date of possession of the site 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</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</p>
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		<p>damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p>10.1.5.1.2 Injury to persons or loss of or damage to property</p> <p>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</p> <p>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 property, 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</p> <p>10.1.5.1.3</p> <p>It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.1.5.1.4</p> <p>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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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</p> <p>11.0 Securities</p> <p>Amend 11.10 to read as follows:</p> <p>There shall be no lien or right of retention held by any contractor in respect of the works executed on site</p> <p>12.0 Obligations of the Parties</p> <p>Amend 12.1.5 to read as follows:</p> <p>Give possession of the site to the contractor within ten (10) working days of the contractor complying with the terms of 12.2.22</p> <p>12.2.2: Not applicable</p> <p>Add the following as 12.2.22:</p>
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			<p>Within fifteen (15) working days of the date of the agreement submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>19.0 Practical Completion</p> <p>19.5: Delete the words “subject to the contractor’s lien or right of continuing possession of the works where this has not been waived”</p> <p>21.0 Defects Liability Period and Final Completion</p> <p>Add the following as 21.13:</p> <p>The ninety (90) calendar days defects liability period for the works [21.1] is replaced with a period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements</p> <p>25.0 Payment</p> <p>25.7.5: Not applicable</p> <p>25.10: Delete the words “and/or compensatory interest” 25.14.2: Not applicable</p> <p>27.0 Recovery of Expense and/or Loss</p> <p>27.1.5: Not applicable</p> <p>29.0 Termination</p> <p>Add the following after 29.1.3:</p> <p>or where ...</p> <p>29.1.4 : The contractor’s estate has been sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>29.1.5 : The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p>
			ADDITIONAL CHANGES
	[11.5; 11.5.1; 11.5.2]	B15.3	<p>Replace sub-clause 11.5 with the following:</p> <p>The employer shall not provide the contractor with a guarantee for payment.</p> <p>Delete sub-clauses 11.5.1 and 11.5.2</p>

[11.6; 11.7;	B15.4	Delete sub-clauses 11.6 and 11.7
11.10]	B15.5	<p>Replace sub-clause 11.10 with the following:</p> <p>The contractor shall waive his lien or right of continuing possession of the works.</p> <p>The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times.</p>
[12.1.8]	B15.7	<p>Replace sub-clause 12.1.8 with the following:</p> <p>The employer shall not make any advance payments.</p>
[12.2.14]	B15.8	<p>Add the following to sub-clause 12.2.14:</p> <p>The daily records to be maintained by the contractor shall also include the following:</p> <ul style="list-style-type: none"> - Progress of the works - Delivery of materials and goods to site. - Delays, possible delays and inclement weather.
[12.2.18]	B15.9	<p>Add the following to sub-clause 12.2.18:</p> <p>Office accommodation: The contractor shall provide, maintain and remove on practical completion office accommodation with suitable table and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times.</p> <p>Notice board: Not required.</p>
[12.4]	B15.10	<p>Add sub-clause 12.4 to include the following:</p> <p>Statutory and other notices The Contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard. It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto.</p>
[17.6]	B15.11	<p>Add sub-clause 17.6 to include the following:</p> <p>Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be supplied and maintained on site by the contractor. Site instructions pertaining to any items covered in clause 17 of this agreement shall be of no force unless confirmed in a contract instruction issued by the principal agent.</p>

	[23.11]	B15.12	<p>Add the following to sub-clause 23.1.1:</p> <p>The contractor shall erect an effective rainfall gauge on site and record the daily rainfall figures and all other adverse weather conditions in a site book. The site book shall be handed to the principal agent for his signature no later than 12 days after adverse weather conditions occurred that is considered to justify an extension of time.</p>
	[23.3]	B15.13	<p>Add the following to sub-clause 23.3:</p> <p>The removal or substitution of any material and goods which do not conform to the specification or the contract drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value.</p>
	[25.3.1]	B15.15	<p>Add the following to sub-clause 25.3.1:</p> <p>The preliminaries shall be paid in accordance with Option A described in paragraph D3.0 of the Contract Data. Option B shall not be applicable to this contract.</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of the contract instruction or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing.</p>
	[25.3.4; 26.9.5]	B15.16	<p>Replace sub-clauses 25.3.4 and 26.9.5 with the following:</p> <p>All fluctuations in costs, with exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor.</p>
	[25.10]	B15.17	<p>Replace sub-clause 25.10 with the following:</p> <p>The employer shall pay to the contractor the amount certified for payment in an interim payment certificate within thirty (30) calendar days of the date for issue of the interim payment certificate. Payment shall be subject to the Contractor giving the employer a tax invoice for the amount due.</p>
	[26.10]	B15.18	<p>Replace sub-clause 26.10 with the following:</p> <p>The contractor shall cooperate and assist the principal agent in the preparation of the final account by timeously providing all relevant documents on request. The principal Agent shall prepare and issue the final account to the contractor within one hundred and twenty (120) working days of the date of practical completion.</p>
	[26.9.4]	B15.19	<p>Add the following to sub-clause 26.9.4:</p> <p>The preliminaries shall be paid in accordance with Option A described in paragraph D3.0 of the Contract Data, if the agreement is terminated prior to completion of the works.</p>

	[26.14]	B15.20	<p>Add sub-clause 26.14 to include the following:</p> <p>The principal agent shall allow the employer twenty (20) working days, within the one hundred and twenty (120) working days allowed in 26.10 to accept the final account before presentation to the contractor.</p>
	[26.13]	B15.21	<p>Replace sub-clause 26.13 with the following:</p> <p>The principal agent shall issue the final payment certificate to the contractor within seven (7) calendar days of acceptance of the final account. 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 for issue of the final payment certificate. Payment shall be subject to the Contractor giving the Employer a tax invoice for the amount due.</p>
	[29.29]	B15.22	<p>Add sub-clause 29.29 to include the following:</p> <p>The employer shall be entitled at any time to unilaterally terminate or cancel this agreement or any part thereof. Save for the following the contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this agreement. The employer shall be obliged to pay the contractor as damages and/or loss of profit the lesser of:</p> <p>29.29.1 An amount not exceeding 10 per cent (10%) of the contract sum 29.29.2 Ten per cent (10%) of the value of incomplete work 29.29.3 The contractor's actual damage or loss as determined by the employer after receipt of evidence substantiating any such damage or loss.</p>
	[E2.0]	B15.23	<p>Replace "... forty-five (45) calendar days ..." with "... ninety (90) calendar days ..."</p>

C	TENDER CLOSING
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C		Tender closing date	24 November 2023	Time	11h00
		Tender submission address	Mandela Bay Theatre Complex, Cnr John Kani Road & Winston Ntshona Street, Central, Gqeberha		
		Tender may be submitted by email	No	Email	N/A

C2.1: Pricing Assumptions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work 7th Edition October 2015 published and issued by the Association of South African Quantity Surveyors. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works,
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors (July 2005),
 - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors (July 2005).
2. The agreement is based on the JBCC Series Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the JBCC General Preliminaries (May 2018) and the contract specific preliminaries. Only the headings and clause numbers of the JBCC General Preliminaries for which allowance must be made in the Bills of Quantities are recited.
4. 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. (Refer to www.stansa.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, with the approval of the Principal Agent.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. 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.
9. 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.
10. Contract Price Adjustment Provisions:
Contract Price Adjustment Provisions **are not** applicable to this contract.

C2.2: Provisional Bills of Quantities:

SECTION NO. 1

PRELIMINARIES

SECTION NO. 1

PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the **Contract Data** issued with the tender.

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

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described.

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

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only.

Where any item is not relevant to this **agreement** such item is marked N/A signifying 'not applicable'.

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

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.

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

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

TENDERER'S SELECTIONS

Before submission of this tender the **contractor** is to complete the tenderer's selections in the **contract data for organs of state and other public sector bodies**.

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Section No. 1
Bill No. 1
Preliminaries

STRUCTURE OF THIS PRELIMINARIES BILL

Section A: A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement.

Section B: A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries.

Section C : Any special clauses to meet the particular circumstances of the project.

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T).

PRICING OF BILLS OF QUANTITIES

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**.

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained.

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7):

- 1 Clause 1.0 - Definitions and interpretation

Agreement:

The completed Form of Offer and Acceptance, the completed JBCC Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

Construction period:

The period commencing on the date that possession of the **site** is given to the **contractor** and ending on the date of **practical completion**.

Interest:

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The **interest** rate 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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975) as amended, calculated as simple interest, in respect of debts owing to the State in terms of legislation applicable to the State.

Principal Agent:

The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** no being appointed, then all the duties and obligations of a **principal agent** as detailed in the agreement shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

Pricing of bills of quantities:

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**.

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Abbreviated descriptions:

The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor:

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

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Section No. 1
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Preliminaries



		Amount
1.	These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	
2.	These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons	
3.	The contractor shall not alter its composition or legal status without the prior written consent of the employer	Item
	F: V: T:	
2	Clause 2.0 - Law , regulations and notices	Item
	F: V: T:	
3	Clause 3.0 - Offer and acceptance	
	Amend 3.3 to read as follows:	
	The agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [29.0] or the certification of final completion [21.0] and the final payment [25.0]	Item
	F: V: T:	
4	Clause 4.0 - Cession and assignment	Item
	F: V: T:	
5	Clause 5.0 - Documents	
	Value Added Tax:	
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT).	Item
	F: V: T:	
6	Clause 6.0 - Employer's agents	
	Add the following as 6.7:	
	In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent . The employer shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4	
	Delegated authority:	
	The authority of the principal agent to issue contract instructions [17.1] is not delegated to agents. The authority of the principal agent to perform duties for specific aspects of the works is delegated to agents as follows [6.2]:	
	1. <u>Architect</u>	
	1.1 Duties [6.2]:	
	The architect is responsible for the architectural design, functional design and quality inspection of the work.	
	Carried To Section Summary	R
	Section No. 1	
	Bill No. 1	
	Preliminaries	



		Amount
2.	<u>Quantity surveyor</u>	
	2.1 Duties [6.2]:	
	The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works .	
	F: V: T:	Item
7	Clause 7.0 - Design responsibility	Item
	F: V: T:	
	<u>Insurances and securities (A8-A11)</u>	
8	Clause 8.0 - Works risk	Item
	F: V: T:	
9	Clause 9.0 - Indemnities	
	Add the following to the end of the first sentence of Clause 9.2.7:	
	".....due to no fault of the contractor '	Item
	F: V: T:	
10	Clause 10.0 - Insurances	
	Add the following as 10.1.5.1:	
	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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:	
	10.1.5.1.1 Damage to the works	
	The contractor shall, from the date of possession of the site 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	
	10.1.5.1.2 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	
Carried To Section Summary		R
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		Amount
11	<p>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 property, 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</p> <p>10.1.5.1.3</p> <p>It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of</p> <p>the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.1.5.1.4</p> <p>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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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</p> <p>F: V: T:</p> <p>Clause 11.0 - Securities</p> <p>Guarantee for advance payment:</p> <p>The employer shall not make any advance payments. [11.2.2 & 11.3]</p> <p>Guarantee for payment:</p> <p>The employer shall not provide the contractor with a guarantee for payment [11.5, 12.1.1].</p> <p>Guarantee for construction:</p> <p>The original or replacement guarantee for construction shall be lodged with the principal agent who shall retain the document until the expiry date. [11.8]</p> <p>Waiver of lien:</p> <p>The contractor shall waive his lien or right of continuing possession of the works [11.10].</p> <p>Extension of waiver of lien:</p> <p>The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10].</p> <p>F: V: T:</p>	Item
	Carried To Section Summary	R
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**Execution (A12 - A17) }**

12 Clause 12.0 - Obligations of the parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

Advance payments:

The **employer** shall not make any advance payments. [12.1.8]

Progress report:

Contractor's progress report for site meetings to be submitted by the **contractor**. [12.2.11]

Maintain daily records:

The daily records to be maintained by the **contractor** shall also include the following:

- progress of the **works**
- delivery of **materials and goods** to site
- delays, possible delays and inclement weather

[12.2.14]

Office accommodation:

The **contractor** shall provide, maintain and remove on practical completion office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times. [12.2.18]

Notice board:

The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractors or supplier notice boards may be erected unless permission is granted by the principal agent for such notice board to be erected [12.2.18]

Statutory and other notices:

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of **the works** by the contractor. The contractor shall pay all deposits or fees in this regard.

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		Amount
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto.	Item
	F: V: T:	
13	Clause 13.0 - Setting out	Item
	F: V: T:	
14	Clause 14.0 - Nominated subcontractors	Item
	F: V: T:	
15	Clause 15.0 - Selected subcontractors	Item
	F: V: T:	
16	Clause 16.0 - Direct contractors	N/A
	F: V: T:	
17	Clause 17.0 - Contract instructions	
	Site instructions:	
	Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be supplied and maintained on site by the contractor .	
	Site instructions pertaining to any items covered in Clause 17 of this agreement shall be of no force unless confirmed in a contract instruction issued by the principal agent .	Item
	F: V: T:	
	<u>Completion (A18 - A24):</u>	
18	Clause 18.0 - Interim completion	Item
	F: V: T:	
19	Clause 19.0 - Practical completion	
	19.5: Delete the words "subject to the contractor's lien or right of continuing possession of the works where this has not been waived"	Item
	F: V: T:	
20	Clause 20.0 - Completion in sections	Item
	F: V: T:	
21	Clause 21.0 - Defects liability period and final completion	
	Add the following as 21.13:	
	The ninety (90) calendar days defects liability period for the works [21.1] is replaced with a period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements	Item
	F: V: T:	
22	Clause 22.0 - Latent defects liability period	Item
	F: V: T:	
23	Clause 23.0 - Revision of the date for practical completion	
	Substitution of materials and goods :	
	Carried To Section Summary	R
	Section No. 1	
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	Preliminaries	



The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value**. [17.1.8; 23.1 & 2]

The **contractor** shall erect an effective rainfall gauge on **site** and record the daily rainfall figures and all other adverse weather conditions in a site book. The site book shall be handed to the **principal agent** for his signature no later than 12 days after adverse weather conditions occurred that is considered to justify an extension of time. [23.1.1]

24 Clause 24.0 - **Penalty** for late or non-completion

Payment (A25 - A27):

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

Prices submitted:

Where prices are submitted by the **contractor** or **subcontractor** during the progress of **the works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing.

Fluctuations in costs:

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor**. [25.3.4]

Payment to **contractor**:

The **employer** shall pay to the **contractor** the amount certified for payment in an interim **payment certificate** within thirty (30) **calendar days** of the date for issue of the interim **payment certificate**. Payment shall be subject to the **Contractor** giving the **employer** a **tax** invoice for the amount due. [25.10]

The contractor shall cooperate and assist the principal agent in the preparation of the final account by timeously providing all relevant documents on request. The principal Agent shall prepare and issue the final account to the contractor within one hundred and twenty (120) working days of the date of practical completion. [26.10]

Carried To Section Summary

Section No. 1
Bill No. 1
Preliminaries

Item

Item

Item

R



		Amount
26	<p>The principal agent shall allow the employer twenty (20) working days, within the one hundred and twenty (120) working days allowed in 26.10 to accept the final account before presentation to the contractor. [26.14]</p> <p>Final payment certificate:</p> <p>The principal agent shall issue the final payment certificate to the contractor within seven (7) calendar days of acceptance of the final account. 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 for issue of the final payment certificate. Payment shall be subject to the Contractor giving the Employer a tax invoice for the amount due. [26.13]</p> <p>F: V: T:</p> <p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Fluctuations in costs:</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor. [26.9.5]</p> <p>Cost of claims:</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs.</p> <p>Final account:</p>	Item
	<p>27 Clause 27.0 - Recovery of expense and/or loss</p> <p>27.1.5: Not applicable</p> <p>F: V: T:</p> <p><u>Suspension and termination (A28 - A29):</u></p>	Item
28	<p>Clause 28.0 - Suspension by the contractor</p> <p>F: V: T:</p>	Item
29	<p>Clause 29.0 - Termination</p> <p>Add the following after 29.1.3: or where ...</p> <p>29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Unilateral termination by employer:</p> <p>The employer shall be entitled at any time to unilaterally terminate or cancel this agreement or any part thereof. Save for the following the contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this agreement. The employer shall be obliged to pay the contractor as damages and/or loss of profit the lesser of:</p> <p>29.29.1 An amount not exceeding 10 per cent (10%) of the contract sum</p>	
Carried To Section Summary		R
Section No. 1		
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Preliminaries		



		Amount
	29.29.2 Ten per cent (10%) of the value of incomplete work	
	29.29.3 The contractor's actual damage or loss as determined by the employer after receipt of evidence substantiating any such damage or loss. [29.29]	Item
	F: V: T:	
	<u>Dispute resolution (A30):</u>	
30	Clause 30.0 - Dispute resolution	Item
	F: V: T:	
	<u>Agreement:</u>	
31	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties .	Item
	F: V: T:	
	<u>Contract Data:</u>	
32	Refer to C1.2(1): Contract Data (Parts A, B & C) for variables pertaining to this contract and changes made to JBCC documentation.	
	Tenderer's selections:	
	Before submission of his tender the contractor is to complete the tenderer's selections in C1.2(2): Contract Data (Part D).	Item
	F: V: T:	
	<u>SECTION B: GENERAL PRELIMINARIES</u>	
	<u>Definitions and interpretation (B1):</u>	
33	Clause 1.1 - Definitions	Item
	F: V: T:	
34	Clause 1.2 - Interpretation	Item
	F: V: T:	
	<u>Documents (B2):</u>	
35	Clause 2.1 - Checking of documents	Item
	F: V: T:	
36	Clause 2.2 - Provisional bills of quantities	Item
	F: V: T:	
37	Clause 2.3 - Availability of construction information	Item
	F: V: T:	
38	Clause 2.4 - Ordering of materials and goods	Item
	F: V: T:	
	<u>Previous work and adjoining properties (B3):</u>	
39	Clause 3.1 - Previous work - dimensional accuracy	Item
	F: V: T:	
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		Amount	
40	Clause 3.2 - Previous work - defects F: V: T:	Item	
41	Clause 3.3 - Inspection of adjoining properties F: V: T:	N/A	
<u>The site (B4):</u>			
42	Clause 4.1 - Handover of site in stages F: V: T:	N/A	
43	Clause 4.2 - Enclosure of the works F: V: T:	Item	
44	Clause 4.3 - Geotechnical and other investigations F: V: T:	Item	
45	Clause 4.4 - Encroachments F: V: T:	Item	
46	Clause 4.5 - Existing premises occupied F: V: T:	Item	
47	Clause 4.6 - Services - known F: V: T:	Item	
<u>Management of contract (B5):</u>			
48	Clause 5.1 - Management of the works F: V: T:	Item	
49	Clause 5.2 - Progress meetings F: V: T:	Item	
50	Clause 5.3 - Technical meetings F: V: T:	Item	
<u>Samples, shop drawings and manufacturer's instructions (B6):</u>			
51	Clause 6.1 - Samples of materials F: V: T:	Item	
52	Clause 6.2 - Workmanship samples F: V: T:	Item	
53	Clause 6.3 - Shop drawings F: V: T:	Item	
54	Clause 6.4 - Compliance with manufacturer's instructions F: V: T:	Item	
<u>Deposits and fees (B7):</u>			
55	Clause 7.1 - Deposits and fees F: V: T:	Item	
<u>Temporary services (B8):</u>			
56	Clause 8.1 - Water F: V: T:	Item	
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		Amount	
57	Clause 8.2 - Electricity F: V: T:	Item	
58	Clause 8.3 - Ablution and welfare facilities F: V: T:	Item	
59	Clause 8.4 - Communication facilities F: V: T:	Item	
<u>Prime cost amounts (B9):</u>			
60	Clause 9.1 - Responsibility for prime cost amounts F: V: T:	Item	
<u>Attendance on subcontractors (B10):</u>			
61	Clause 10.1 - General attendance F: V: T:	Item	
62	Clause 10.2 - Special attendance F: V: T:	Item	
<u>General (B11):</u>			
63	Clause 11.1 - Protection of the works F: V: T:	Item	
64	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F: V: T:	Item	
65	Clause 11.3 - Security of the works F: V: T:	Item	
66	Clause 11.4 - Notice before covering work F: V: T:	Item	
67	Clause 11.5 - Disturbance Disturbance: All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever F: V: T:	Item	
68	Clause 11.6 - Environmental disturbance Controlling all forms of pollution:		
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		Amount
	<p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.</p> <p>The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works.</p> <p>F: V: T:</p>	
69	<p>Clause 11.7 - Works cleaning and clearing</p> <p>F: V: T:</p>	Item
70	<p>Clause 11.8 - Vermin</p> <p>F: V: T:</p>	Item
71	<p>Clause 11.9 - Overhand work</p> <p>F: V: T:</p>	Item
72	<p>Clause 11.10 - Tenant installations</p> <p>F: V: T:</p>	Item
73	<p>Clause 11.11 - Advertising</p> <p>F: V: T:</p>	Item
<u>SECTION C: SPECIFIC PRELIMINARIES</u>		
74	<p>Warranties for materials and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract.</p> <p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.</p> <p>The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.</p> <p>F: V: T:</p>	Item
75	<p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, including completion of the works within the construction period, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer.</p> <p>F: V: T:</p>	Item
76	<p>Cooperation of the contractor for cost management</p>	
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		Amount
77	<p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget. The contractor undertakes to extend these procedures, as necessary, to all subcontractors.</p> <p>F: V: T:</p> <p>Overloading</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.</p> <p>F: V: T:</p>	Item
78	<p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing.</p> <p>F: V: T:</p> <p>Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to C3.2: Annexures for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</p>	Item
79	<p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works. 2. Prepare and agree with the health and safety consultant the health and safety plan for the works. 3. Cooperate with the health and safety consultant in all respects. 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification. 5. Conform to the conditions contained in the employer's health and safety specification. <p>F: V: T:</p> <p>Health and safety: Covid-19 Site Management</p>	Item
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		Amount
80	<p>The contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended and Disaster Management Act 57 of 2020: Covid-19 Occupational Health and Safety Measures in the Workplace. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of occupational health and safety Covid-19 site management.</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the Covid-19 health and safety, regulations, specification, etc. 2. Prepare and agree with the health and safety consultant the Covid-19 health and safety plan for the works. 3. Cooperate with the health and safety consultant in all respects. 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification. 5. Prepare a detailed Covid-19 risk assessment of the works. 6. Appoint a Covid-19 compliance officer. 7. Provide personal protective equipment and clothing. 8. Provide Covid-19 health and safety signage. 9. Ensure the welfare of persons employed on the works. 10. Ensure that access control, decontamination and screening are maintained for the duration of the contract. 11. Conform to the conditions contained in the health and safety Covid-19 site management specification. <p>F: V: T:</p>	Item
	<p>81 Broad-based black economic empowerment (B-BBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating.</p> <p>The employer will be monitoring the broad-based black economic empowerment (B-BBEE) status of the contractor throughout the execution of the works.</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their B-BBEE rating including proof of the said rating.</p> <p>F: V: T:</p>	Item
82	Advertising rights	
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		Amount
83	<p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement.</p> <p>F: V: T:</p>	Item
	Confidentiality	
84	<p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works.</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer.</p> <p>F: V: T:</p>	Item
	Media releases	
85	<p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer.</p> <p>The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media.</p> <p>F: V: T:</p>	Item
	Contract drawings	
86	<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 works and the manner in which it is to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent.</p> <p>F: V: T:</p>	Item
	Trade names	
87	<p>Wherever a trade name for any product has been described in the bills of quantities / lump sum document, 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.</p> <p>F: V: T:</p>	Item
	Labour record	
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		Amount
88	<p>Allow for the provision of monthly reports to the principal agent in a schedule form of all tradesmen and labour employed on the site (local labour, contractor's own staff, his domestic subcontractor's staff and subcontractor's staff).</p> <p>F: V: T:</p> <p>Identification of personnel</p> <p>All personnel employed on site shall at all times display suitable identification and shall wear identifiable company workwear. The employer reserves the right to request names, identification numbers and addresses of all personnel engaged on the works.</p> <p>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.</p> <p>F: V: T:</p>	Item
	89	Community liaison officer:
	<p>The contractor shall employ during the construction period a community liaison officer. A monetary allowance has been included in C2:2: Bills of Quantities for the salary of the community liaison officer, but the contractor shall allow for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.</p> <p>F: V: T:</p>	Item
90	Employment of SMME subcontractors	
	<p>It is the requirement of the employer that the contractor enhances the use of SMME's on the project.</p> <p>The contractor shall allow for all administrative costs relating to the employment of SMME's, which shall include but not limited to administration, appointment, training, health and safety and payment and the contractor shall enter into contract agreements for minimum of 30% of the contract value.</p> <p>F: V: T:</p>	Item
<p>SUMMARY OF CATEGORIES</p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>		
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PRELIMINARIES

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Section No. 1

SECTION SUMMARY

SECTION NO. 2

ROOF COVERINGS AND RAINWATER DISPOSAL



	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>ROOF COVERINGS AND RAINWATER DISPOSAL</u>				
<u>BILL NO. 1</u>				
<u>ROOF COVERINGS</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Notes:</u>				
The following roof sheeting systems are to be manufactured and/or supplied by Messers Safintra and installed in strict accordance with the Manufacturer's and/or Suppliers instructions.				
Fixing of all sheeting is to be in accordance with the Manufacturer's approved Instruction Book.				
The Manufacturer shall comply with ISO9002 Quality Management System.				
A written and approved five year guarantee of site-workmanship and watertightness shall be issued after the final inspection of concealed-fix roofing by ge Manufacturer 'Safintra'.				
<u>REMOVAL OF EXISTING WORK</u>				
<u>Taking down and removing roofs, panelling, ceilings, partitions, etc:</u>				
1 Taking down Corrugated iron roof sheeting including ridge cappings etc.	m ²	1 263		
2 Timber purlins in patches and prepare timber roof trusses for new purlins.	m	124		
3 Taking down and removing existing flashings.	m	172		
4 Remove existing fibre cement cladding.	m ²	75		
5 Remove existing valley gutter.	m	10		
6 U-shaped box gutters in patches.	m	10		
7 Remove existing parapet waterproofing.	m ²	275		
<u>Taking out rainwater goods, sanitary fittings, etc. including disconnecting piping from fittings, setting aside for re-use and later refixing in the same or new position:</u>				
8 U-shaped Box gutters including fittings, brackets, etc and cleaning of gutters.	m	93		
9 Rainwater downpipes including fittings.	m	53		
Carried to Collection			R	
Section No. 2				
Bill No. 1				
Roof Coverings				



		Unit	Quantity	Rate	Amount
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>					
<u>0.8mm Thick 'Safintra Saflok 410 G4 Colortech Aluminium(Colour: TBC) double-interlocking ribbed profile concealed fix roof covering and accessories fixed in strict accordance with manufacturer's instructions to existing timber purlins at not exceeding 1200mm centres:</u>					
10	Roof covering with pitch not exceeding 25°.	m ²	299		
11	Roof covering with pitch not exceeding 50°.	m ²	946		
12	Ridge flashing 462mm girth, three times bent.	m	59		
13	Hip flashing 462mm girth, three times bent along girth.	m	15		
14	Headwall flashing three times bent.	m	59		
15	Sidewall flashing 580mm girth, three times bent.	m	74		
16	Counter flashing 185mm girth and three times bent.	m	133		
17	Broad flute moulded polyethylene filler blocks to suit profile.	m	167		
18	Narrow flute moulded polyethylene filler blocks to suit profile.	m	148		
<u>0.58mm Thick Safintra SAF 686 Colorbond Aluminium (Colour: Charcoal) G550 vertical side cladding with AZ 150 Spelter embossed galvanised troughed sheet steel with one finish on one side in single lengths fixed to timber/steel purlins or rails (TBC) and with embossed galvanised sheet steel accessories with finish on on side fixed to timber to steel purlins or rails all in accordance with manufacturer's recommendations</u>					
19	Side Cladding.	m ²	75		
20	External corner trim 660mm girth and three times bent along girth.	m	5		
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Section No. 2					
Bill No. 1					
Roof Coverings					



	Unit	Quantity	Rate	Amount
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
<u>0,8mm Thick Z200 spelter galvanised 'IBR' profiled steel roof sheeting with 'Chromadek' finish of approved standard colour on one side and standard grey backing finish on other side and accesories, fixed in strict accordance with the manufacturer's instructions to timber purlins at not exceeding 1200mm centres:</u>				
<u>ROOF AND WALL INSULATION</u>				
<u>'Sisalation FR430 Fire Retardant Heavy Industrial' double sided reflective foil laminate insulation:</u>				
21	Insulation sheeting laid taut over existing purlins at approximately 1400mm centres with minimum 150mm laps.	m ²	1 263	
<u>CARPENTRY AND JOINERY</u>				
SUPPLEMENTARY PREAMBLES				
<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>Sawn softwood grade S7 (CCA treatment classification H3):</u>				
22	50 x 76mm Purlins. (Provisional).	m	124	
<u>WATERPROOFING</u>				
<u>One coat 'Carlisle SureSeal EPDM45-mil' single ply waterproofing membrane with necessary side laps and end laps, fully adhere to primed surfaces including primer, bonding adhesive, etc. all in strict accordance with 'Carlisle Syntec Systems':</u>				
23	On parapet walls.	m ²	275	
24	Extra over last for preparing existing painted surfaces.	m ²	275	
<u>Two coats heavy duty acrylic emulsion paint.</u>				
25	On parapet walls.	m ²	275	
Carried to Collection			R	
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Bill No. 1				
Roof Coverings				



		Unit	Quantity	Rate	Amount
<u>RAINWATER DISPOSAL</u>					
<u>0.8mm G4 Colortech Aluminium seamless coated purpose made gutters:</u>					
26	Valley gutters in 660mm girth.	m	10		
<u>0.8mm Galvanised sheet iron:</u>					
27	340 x 30mm U-shaped box gutters in patches twice bent along girth.	m	10		
28	Extra over box eaves gutters for outlet for 150 x 100mm downpipe.	No	2		
29	Extra over box eaves gutter for stopped end.	No	2		
<u>uPVC Gutter system:</u>					
30	110mm Rainwater downpipes	m	53		
31	Extra over gutter for bend.	No	4		
32	Extra over gutter for shoe.	No	4		
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BILL NO. 1

ROOF COVERINGS

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Roof Coverings



Bill No.

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SECTION NO. 2

ROOF COVERINGS AND RAINWATER DISPOSAL

SECTION SUMMARY

ROOF COVERINGS

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Section No. 2
SECTION SUMMARY



MANDELA BAY THEATRE COMPLEX

SECTION NO. 3

EXTERNAL WORKS



		Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u>					
<u>EXTERNAL WORKS</u>					
<u>BILL NO. 1</u>					
<u>EXTERNAL WORKS</u>					
<u>TEMPORARY BARRIERS, SCREENS, FENCING, ETC</u>					
<u>External temporary barriers, screens, etc, including maintenance, removal etc:</u>					
1	Metal sheet barrier 2100mm high formed of corrugated galvanized steel sheeting fixed to suitable sturdy timber supporting structure including corners, ends, concrete (15MPA/19mm) post bases, excavation, backfilling, carting away excavated material, etc	m	74		
2	Extra over last for lockable pedestrian access gate.	No	1		
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External Works					

SECTION NO. 4

PROVISIONAL SUMS



Amount

SECTION NO. 4

PROVISIONAL SUMS

PROVISIONAL SUMS

General

Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant clauses of the applicable Building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

BUDGETARY ALLOWANCES

The following budgetary allowances are for work to be executed by the contractor or his domestic subcontractors:

1	Provide the amount of R100 000 (One hundred thousand rand) for investigation of sources of leaks and water damage to the building and repairs to be carried out by Specialist.	Item	100 000	00
2	Provide the amount of R20 000 (Twenty thousand rand) minor repairs to building to be carried out by main contractor.	Item		
3	Provide the amount of R25 000 (Twenty five thousand rand) for provision of acoustic double door to be carried out by main contractor.	Item	25 000	00
4	Provide the amount of R2 500 (Two thousand five hundred rand) for refitting entrance foyer carpet to be carried out by main contractor.	Item	2 500	00
5	Provide the amount of R7 200 (Seven thousand two hundred rand) for servicing of automatic aluminium windows to be carried out by main contractor.	Item	7 200	00

The following provisional amounts are for work to be carried out by nominated/selected sub-contractors:

PROVISIONAL SUMS FOR SMME NOMINATED/ SELECTED SUBCONTRACT WORK

SMME PACKAGE NO. 1 - PAINTWORK EXTERNALLY

6	Provide the amount of R485 000 (Four hundred and eighty five thousand rand) for Paintwork externally.	Item	485 000	00
7	Profit on above item	Item		
8	Attendance on above	Item		

SMME PACKAGE NO. 2 - PAINTWORK INTERNALLY

9	Provide the amount of R800 000 (Eight hundred thousand rand) for Paintwork internally.	Item	800 000	00
10	Profit on above item.	Item		

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Bill No. 1

Provisional Sums



		Amount	
11	Attendance on above	Item	
<u>SMME PACKAGE NO. 3 - PLUMBING AND HEAT PUMPS</u>			
12	Provide the amount of R526 000 (Five hundred and twenty six thousand rand) for Plumbing and heat pumps.	Item	526 000 00
13	Profit on above item	Item	
14	Attendance on above	Item	
<u>SMME PACKAGE NO. 4 - REPLACEMENT OF WINDOWS</u>			
15	Provide the amount of R25 000 (Twenty five thousand rand) for replacement of windows.	Item	25 000 00
16	Profit on above item.	Item	
17	Attendance on above.	Item	
<u>SMME PACKAGE NO. 5 - JOINERY REPAIRS TO DRESSING ROOMS.</u>			
18	Provide the amount of R40 000 (Forty thousand rand) for Joinery repairs to dressing rooms	Item	40 000 00
19	Profit on above item.	Item	
20	Attendance on above.	Item	
<u>SMME PACKAGE NO. 6 - SUNDRY BUILDING WORK.</u>			
21	Provide the amount of R862 000 (Eight hundred and sixty two thousand rand) for Sundry building works.	Item	862 000 00
22	Profit on above item.	Item	
23	Attendance on above.	Item	
<u>SMME PACKAGE NO. 7 - PROVISION OF SCAFFOLDING</u>			
24	Provide the sum of R275 000 (Two hundred and seventy five thousand for scaffolding.	Item	275 000 00
25	Profit on above.	Item	
26	Attendance on above.	Item	
<u>MONETARY ALLOWANCES</u>			
<u>The following monetary provisions are to be omitted from the contract sum and used as directed below:</u>			
27	Provide the amount of R45 000 (Fourty five thousand rand) for appointment of a Chief Liason Officer.	Item	45 000 00
28	Profit on above.	Item	
29	Attendance on above.	Item	
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Provisional Sums			



MANDELA BAY THEATRE COMPLEX

		Amount	
30	Provide the amount of R125 000 (One hundred and twenty five thousand rand) for the employment during the construction period of a health and safety agent.	Item	125 000 00
31	Profit on above.	Item	
32	Attendance on above.	Item	
33	Provide the amount of R500 000.00 (Five hundred thousand rand) for contingencies to be used as instructed by the Principal Agent.	Item	500 000 00
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SubTotal excluding Value Added Tax

ADD VAT @ 15%:

Carried to Tender

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FINAL SUMMARY

C3.1: Scope of Work:

DESCRIPTION OF THE WORKS

The Scope of works mentioned below is for work to be done at the Mandela Bay Theatre Complex. Specified.

1. GENERAL

The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act 2000 (Act no 38 of 2000), the Standard Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

Details in respect of the scope of works are also described in clauses 42.1.1 to 42.6 of the form C1.2 Contract Data.

2. EXTENT OF THE WORKS

The works comprise the following:

- Replacement of existing roof coverings.
- Replacement of gutters and downpipes.
- Waterproofing to parapet walls, etc.
- Repairs/ servicing of automatic aluminium windows.
- Refitting carpet at entrance foyer.
- Servicing of sliding door/sliding gear, etc. at delivery area.
- Replacement of existing sliding door with acoustic door at the Barn.
- Paint to walls (internally and externally) including ceilings etc.
- Plumbing and installation of heat pumps.
- Replacement of existing windows with aluminium windows at dressing rooms.
- Joinery repairs to dressing rooms.
- Sundry building works namely ceiling repairs, removal and replacing of tiles in toilets for plumbing works, installation of security screen at front elevation and replacement of glazing to shopfront with safety glass.

C3.2 METHODOLOGY OF PROJECT EXECUTION

Completion

Contractor will be given access to all works at date of Site possession.

C3.3 PROJECT REVIEW

- The work is to be executed in an existing theatre complex, which shall remain fully functional during working hours, Monday to Friday 08:00am to 17:00pm and weekends and public holidays, unless advised.

C3.4 RESTRICTIONS AND CONSTRAINTS

- The work shall be executed during normal working hours i.e., 7h00 till 17h00 daily excluding weekends.
Work required to be executed outside of these hours must be arranged with the Facilities Manager of the Theatre Complex, in advance.
- Noise must be kept to a minimum and within acceptable levels at all times.
- Dust emanating from the work site must be controlled at all times.
- The site is accessible via existing roads as indicated on the enclosed locality map and site layout plan (C5). Any restrictions will be pointed out to tenderers at the pre-tender site inspection meeting.

C3.5 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times.
- All staff members of the contractor shall wear PPE at all times.
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the Theatre Complex to always ensure a cohesive spirit of co-operation.

C3.6 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid.
- Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- Identified area for site establishment shall be pointed out to prospective bidders at mandatory site inspection. The contractor shall be liable for security, fencing (if required), water, sewer, ablutions, electricity, etc. for the site establishment area. No Contractor's representatives, worker is allowed to sleep at establishment area or with in the theatre premises.
- Bidders are advised that the access to the site is a challenge.

C3.7 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender.

C3.8 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

C3.9 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.10 EMPLOYER'S DESIGN

N/A

C3.11 DESIGN BRIEF

N/A

C3.12 DRAWINGS

- Refer to: *(Part C3.2 – Project Drawings)*

C3.2: Annexures:

LIST OF ANNEXURES:	
C3.2 (1)	Standard Forms for Contract Administration (i): Contractor's Progress Report for Site Meetings
C3.2 (2)	Project Drawings

C3.2 (1): (i) CONTRACTOR'S PROGRESS REPORT FOR SITE MEETINGS:

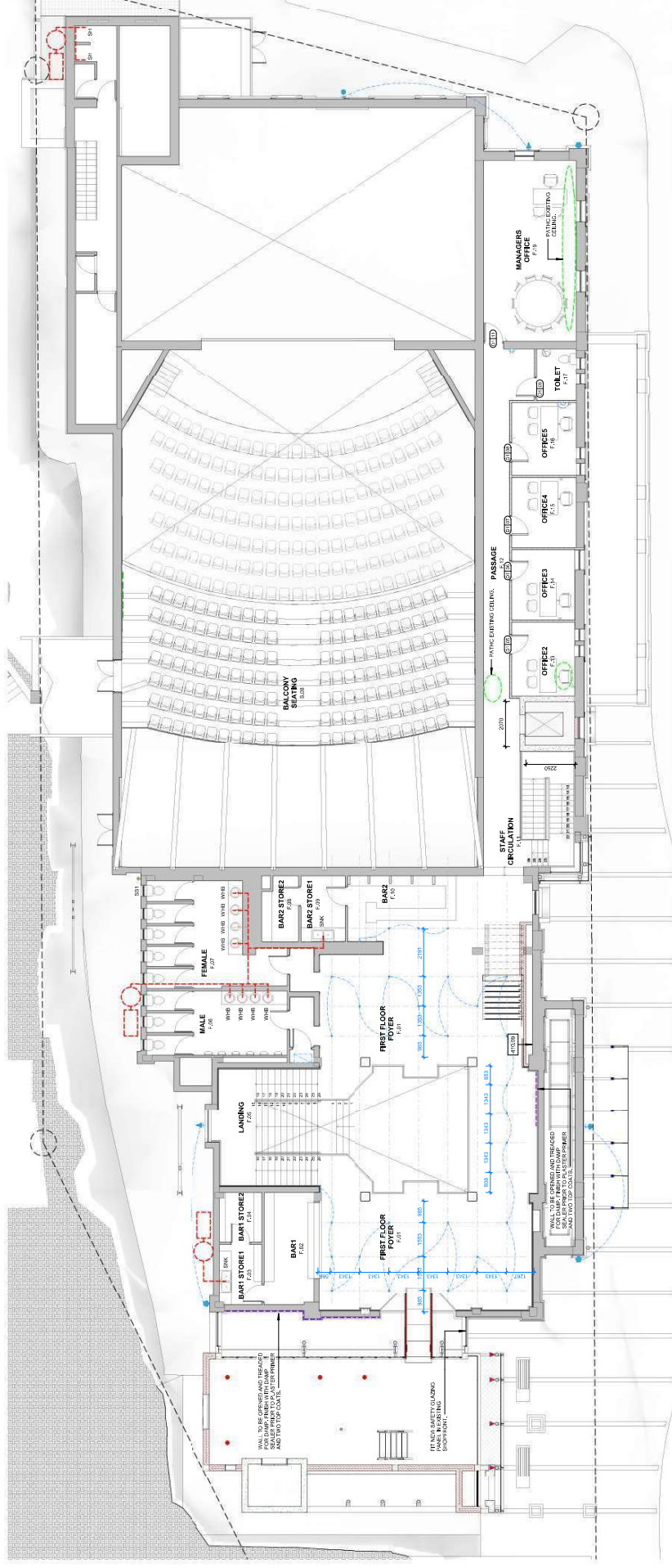
Contract Administration – Contractor’s Progress Report:

To be completed by the Contractor and submitted to the Principal Agent at every site meeting in terms of sub-clause 12.2.12 of the JBCC Principal Agreement, Edition 6.2, May 2018

Contractor					
Date of Report			Report No.		
1: Progress on site					
1.1	Progress since last Site Meeting:				
		1.2	Progress in relation to Programme:		
2: Record of Delays:					
2.1	Delays since last Site Meeting:				

3: Record of Plant and Equipment on Site:		
3.1	Plant & Equipment on site	
		4: Record of Personnel on Site:
4.1	Contractor's and Sub-contractors personnel on site	
		5: Information Required:
5.1	Information required	
6: Other Matters:		
6.1	Other matters	

C3.2 (2): PROJECT DRAWINGS





HOT WATER RETICULATION	
SYMBOL	DESCRIPTION
	KWP PUMP/DOWNSIDE SUPRIME HEAT PUMP/2000W FOR COASTAL AREAS
	KWNOT SUPRIME 400L HIGH PRESSURE ELECTRIC WATER HEATER
	2200W HOT WATER FEE AS PER SANS 10400.

[illegible]

PROPOSED ALTERATIONS AND ADDITIONS TO PE OPERA HOUSE
 ERF 1901, 1903 & 1904
 Whites Road
 Central
 Port Elizabeth
 6001
 Eastern Cape
 South Africa

project status: Construction Layout

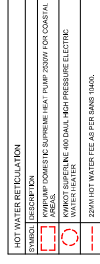
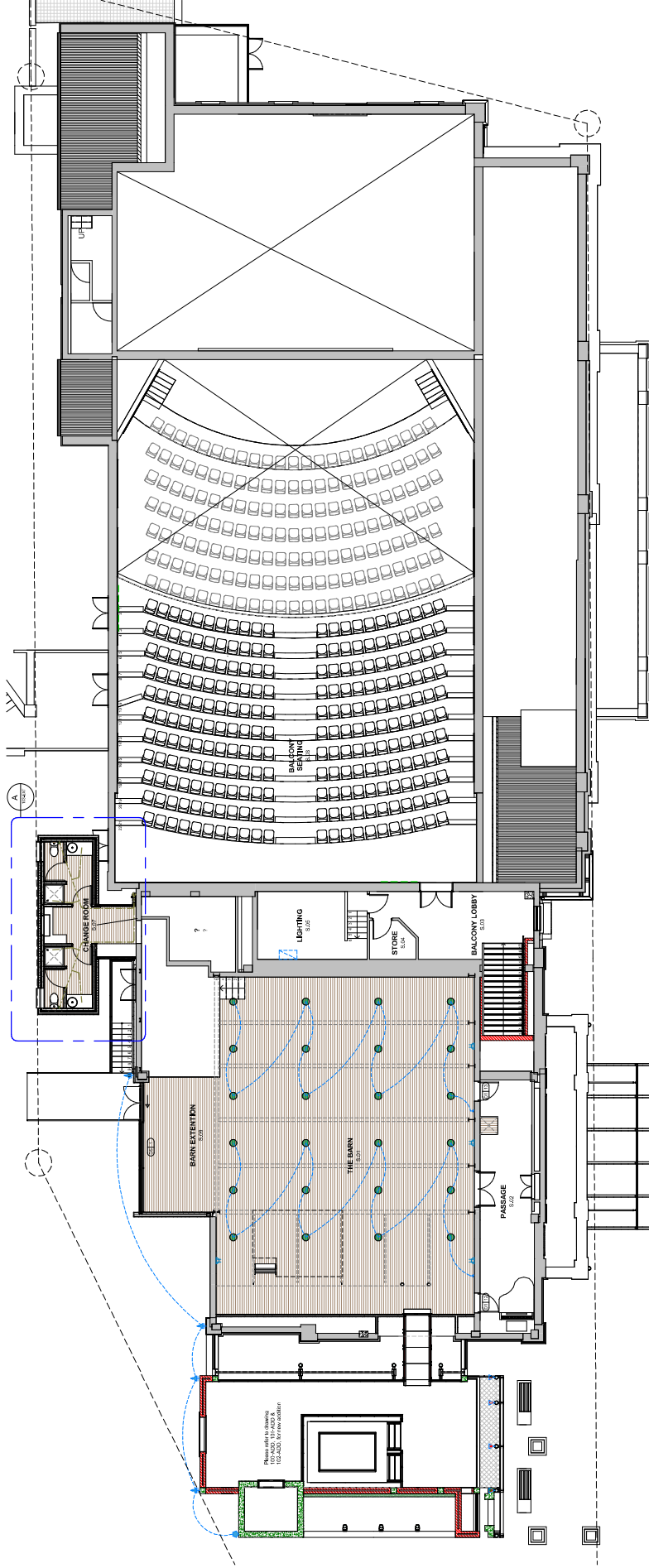
10 YEARS
OF THEATRE THROUGH
THE EYES OF THEATREMAKERS

	
contact: Mrs. Marjan LUCIĆ - tel. 041 586 2255	contact: Prof. Albrecht HORNIG
address: 22 Landsdane Ploce Richmond Hill Port Elizabeth South Africa 6001	address: P.O. Box 1737 Port Elizabeth South Africa 6000
	tel.: +27 41 382 1073 fax: +27 41 382 1083 e-mail: albrecht@bimbatric.com.za

desig. desc. pcont:

FIRST FLOOR PLAN

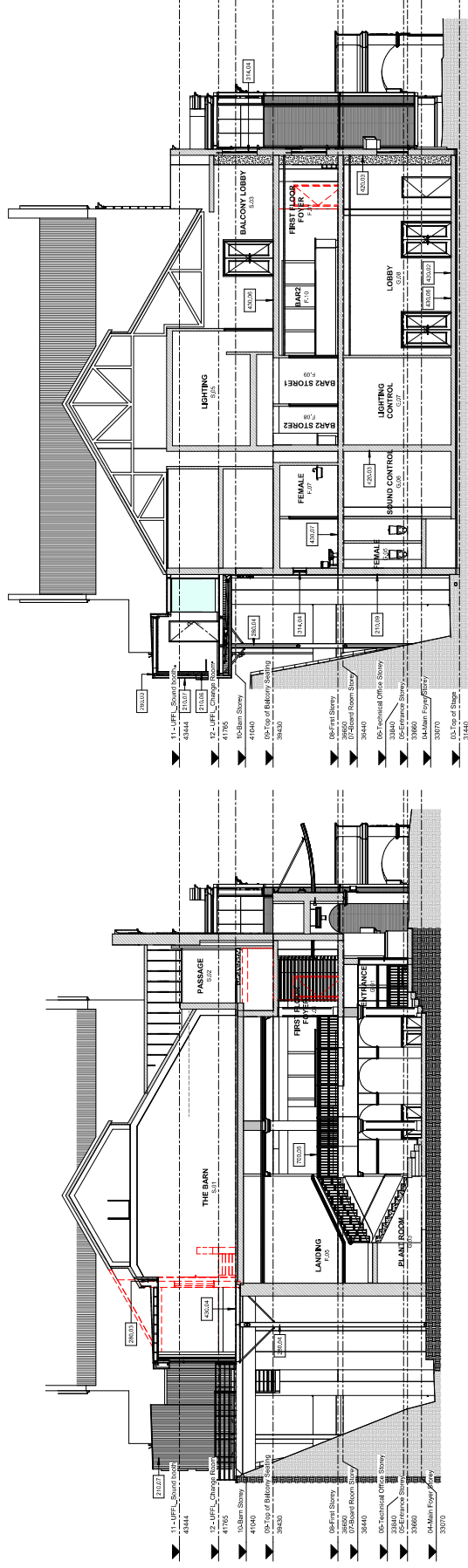
scale:	1 : 100	date:	2022/07/07
drawn by:	JD	checked:	AH
3D version 2500x2500 - Open House 206 - Model_Proposed 3 existing and new Phase 4d			
project no:	286	sheet number:	101-EXT
		revision:	

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10-Barn Storey
1 : 100

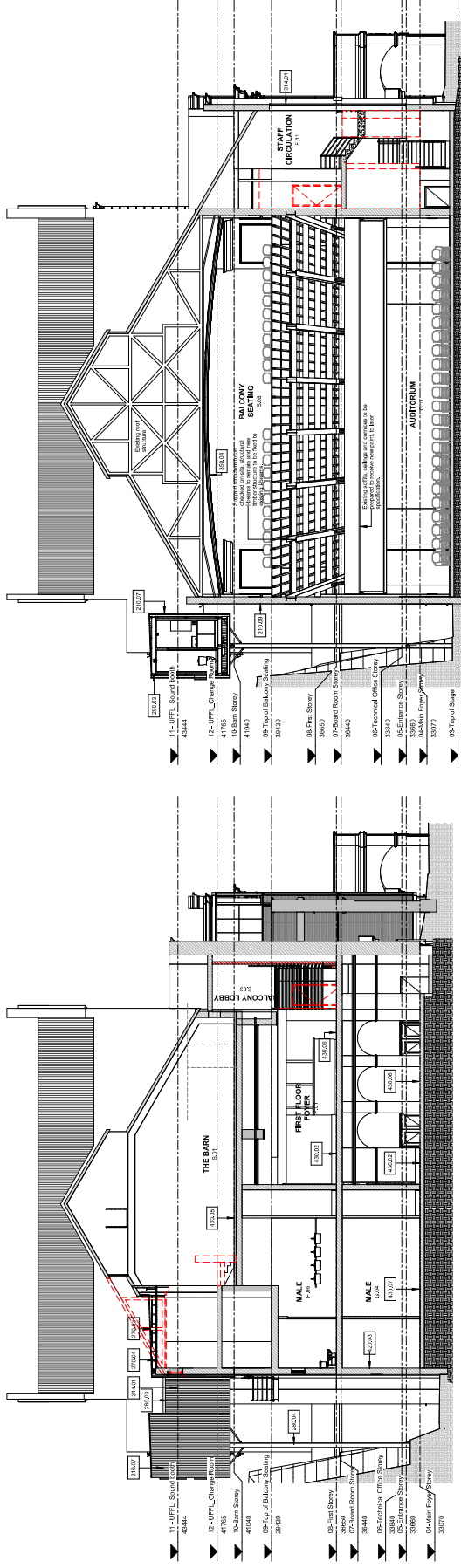
BALCONY FLOOR PLAN		DATE	2022/10/27
SCALE	1 : 100	CHECKED	checked
	drawn by:	DATE	2022/10/27
	JD		JD
BY: 20221027001 - Qiyao Huang (2016 - Hualing) Project 3		PROJECT NO.	
20221027001 - Qiyao Huang (2016 - Hualing) Project 3		2896	
20221027001 - Qiyao Huang (2016 - Hualing) Project 3		102-EXT	
20221027001 - Qiyao Huang (2016 - Hualing) Project 3		REVISIONS	
20221027001 - Qiyao Huang (2016 - Hualing) Project 3		Name: <u> </u> No. <u> </u> Date: <u> </u>	

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Section A

1 : 100



Section B

1 : 100

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SECTIONS 1

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2

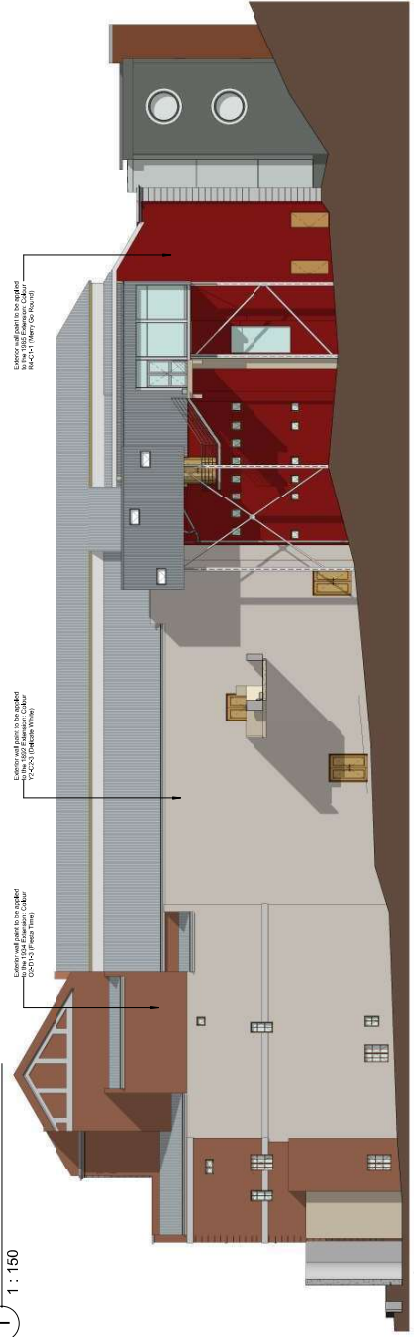
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sheet:	200

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C 4: Site Information

A locational plan is annexed hereafter indicating the location of the site.

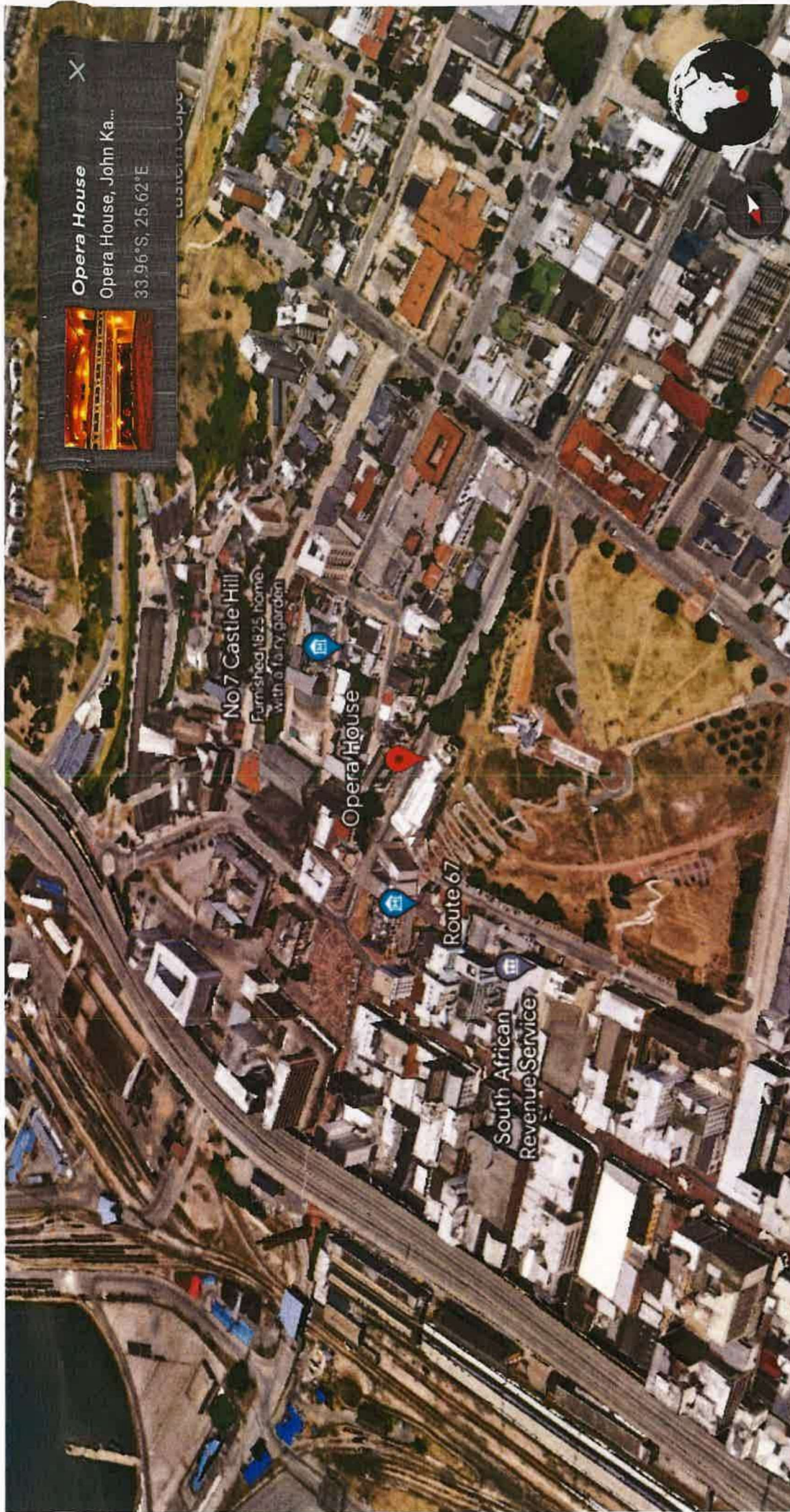
A compulsory meeting on site, for prospective tenderers, will be held at the time and date as indicated in T1.1: Tender Notice and Invitation to Tender. At this meeting, the site will be viewed and inspected.

Tenderers shall establish by personal viewing of the site conditions any restrictions imposed by existing building, limited access, space for offices, stores, materials, etc and the like.

Tenderers are referred to section B7.0 of C1.2: Contract Data for defined restrictions to the site area.

The contractor shall take all necessary and appropriate measures for the general security and safety of the Site and the Works, including the provision of all necessary hoarding, barriers, covered gangways, dust screens, dust control by regular watering of the site, temporary signs, etc he deems necessary or are required by law; the cost of which shall be provided for in the Preliminaries Bill and no claims shall be entertained in this regard.

Locational Plan



Google Earth Imagery date: 23/12/2009

Google AfriGIS (Pty) Ltd

100 m Camera: 641 m 33°57'42"S 25°37'11"E 55 m

SMME SPECIFICATION



sport, arts & culture

Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA



MANDELA BAY
THEATRE COMPLEX

AN AGENCY OF THE DEPARTMENT OF
SPORT, ARTS AND CULTURE

SMME GUIDELINE AND SPECIFICATION

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- 8. PRINCIPAL CONTRACTOR'S OBLIGATIONS TO SUB-CONTRACTED SMME's**
- 9. QUALITY OF WORK AND PERFORMANCE OF THE SMME's**
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- 12. SMME CONSTRUCTION MENTOR**
- 13. PAYMENT OF SMME's**
- 14. PENALTIES FOR NON-COMPLIANCE**

ACRONYMS

SMME	Small, Medium and Micro Enterprise
PA	Principal Agent
CIDB	Construction Industry Development Board
GB	General Building
MBTC	Mandela Bay Theatre Complex
SCM	SMME Construction Mentor
PM	Project Manager
PT	Project Team
PC	Principal Contractor
IA	Implementing Agent
SARS	South African Receiver of Revenue

1. INTRODUCTION

This document is designed for the execution of the MBTC Projects and is binding to the Principal Contractor and the SMME Contractor (hereinafter referred to as “SMME’s”). This document will form part of tender documents issued by the MBTC. The document is outlining the employment/procurement of all SMME’s as “Sub-Contractors” in the MBTC Projects.

2. PORTIONS OF WORK RESERVED FOR SMME's

The Mandela Bay Theatre Complex in line with the implementation guide of the preferential procurement regulations of March 2017 as issued by National Treasury Department, has allocated 30% (Thirty percent) of the contract sum excluding, Escalation, Contingencies, Provisional Sums, Preliminaries, and Contractor’s mark-up.

The targeted percentage must be achieved by the Principal Contractor. The MBTC shall monitor the Principal Contractor to ensure that the targeted percentage is achieved.

3. WORK PACKAGES

3.1 When submitting the tender document, the contractor must include a proposal of work packages that are set aside for SMME contractors and a calculated percentage value equal to the one that is stipulated in clause 2 above.

3.2 All SMME's that are eligible to tender must comply with the classes of works as set out in the CIDB Regulations.

3.3 To assist contractors, work packages may be divided in accordance with Building Trades as set out in the Bills of Quantities, e.g. Earthworks, Masonry, Painting, Plastering, Concrete, Formwork & Reinforcement and Carpentry & Joinery, etc.

3.4 Other trades that also form part in the building project will also be considered. These may include: Fencing, Civil, Electrical, etc.

3.5 Upon appointment, the MBTC Consultant Quantity Surveyor, Principal Agent and the appointed Main Contractor shall meet and formulate all work packages in accordance with the submitted proposal at the time of tender. This whole process will be done before SMMEs are invited to tender.

4. PROCUREMENT STRATEGY OR TENDERING PROCEDURE

4.1 The Principal Contractor shall employ SMME's to the extent specified in the tender document or as negotiated with the Principal Contractor upon award.

4.2 The database consisting of SMMEs in the ward, and business forums that are based within the local municipality where the project is implemented will be issued to the Principal Contractor by the social facilitator or the MBTC upon request.

4.3 Upon receiving the list, the Principal Contractor will only invite SMME's on the list. Any challenges encountered during the invitation should be reported back to the MBTC's Project Steering Committee.

4.4 The Principal Contractor shall sign a domestic Sub-Contract agreement for each work package with the successful SMME.

4.5 The Principal Contractor shall assist and monitor the SMME's with their work output and quality.

4.6 When submitting bids / quotations, SMME's shall be required to comply with the following tender conditions (similar to Principal Contract Conditions):

- Proof of CIDB registration for the required grading
- Tenderers to tender within their CIDB category grade only
- Company registration certificates (as issued by CIPC)
- Proof of registration with CSD
- BBBEE certificates or sworn affidavits
- Tenderers must submit proof of registration with Workman's Compensation with their tender
- Late tenders will not be accepted
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES may result in the tender being deemed null and void (eliminated)
- Tenderers must submit an original SARS Tax Clearance Certificate or PIN with their tender, in order to be considered
- Tenderers must submit proof of registration with Workman's Compensation with their tender
- Penalties for late completion will be enforced

5. ASSISTANCE TO THE SMME's BY THE PRINCIPAL CONTRACTOR

5.1 The Principal Contractor shall be responsible for ensuring that prospective SMME's fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the sub-contract into which the SMME intends entering.
- Implications of the tendered rates
- Scope and extent of works included in the contract
- Proper procedures for the submission of the tender[s]
- Proper procedures and basis on which tenders will be adjudicated and the sub-contracts awarded.

5.2 The Principal Contractor shall, in addition to the requirements of the relevant sub-clause of the applicable form of contract, teach, guide, assist and mentor all eligible potential SMME's wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Principal Contractor shall,

- Be given at a level and to the extent which is commensurate with the particular basic level of sub-contract applicable, due cognizance being taken of the capability for the particular level if sub-contract is applicable
- Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender
- Be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender

6. PRICING BY PRINCIPAL CONTRACTOR

6.1 The Principal Contractor is required to carefully take into cognizance the item under Preliminaries (refer to a section: EMPLOYMENT OF SMME CONTRACTORS AS "SUBCONTRACTORS" TO THE PRINCIPAL CONTRACTOR) (6.1) *is not applicable in this Bid*)

The Principal Contractor must therefore price for Management, Supervision, financial Assistance and Quality of Work (done by SMME's) in the Profit and Attendance of Provisional Sums.

6.2 The Principal Contractor will be required to give the subcontractor (appointed local SMMEs Contractors) reasonable access to the site, including space for him to erect such temporary offices and storage sheds as he may require, and the use of toilet facilities. He will also be required to provide him, at no cost, with lighting, water, and single phase electric power to a point not more than 50 meters of the place where the subcontract work is to be carried out as stipulated in the JBCC contract document.

7. ADJUDICATION

7.1 The Principal Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

7.2 All tenders received shall be evaluated by the Principal Contractor, and upon completion, the recommendation will be presented to MBTC and Quantity Surveyor for final approval.

7.3 The Principal Agent shall have the right to interview any tenderer for the purpose of:

- Clarifying any aspect of the tender
- Verifying the eligibility of the tenderer
- Querying abnormally high or low rates and prices, and
- Clarifying rates and prices which are not in balance with other tendered rates and prices

7.4 The correction of obvious errors shall be carried out in accordance with requirements of the CIDB Conditions of Tender

7.5 The Principal Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate the method of award, as may be necessary.

7.6 After the award, the MBTC reserve the right to review the transparency of the Principal Contractor's SMME sub-contracting and award process.

8. PRINCIPAL CONTRACTOR'S OBLIGATIONS TO SUB-CONTRACTED SMME's

The Principal Contractor shall, in a fulltime basis, closely mentor, manage and supervise all SMME's and shall manage, guide and assist each SMME in all aspects of management, execution and completion of his/her sub-contracts.

The Principal Contractor shall provide additional developmental support initiatives to Potential Emerging Status SMME's that are recommended for appointment. Such development support shall be determined by conducting needs analysis and approved by MBTC.

The support by the Principal Contractor shall include, but not limited to, Mentorship, Training, Financial Assistance, and Management Support in the improvement of Performance and Quality of Work and all other Construction Management Services required.

This shall typically, include the on-site productivity planning and management of:

8.1 Materials Management: This includes, assisting the SMME's in planning their material requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the material suppliers invoice the correct materials and ensuring the effective integration with the material supplier.

8.2 Quality Management: This includes, creating templates for quality management, to be approved by the Principal Agent and ensuring that the SMME's build to the required quality standards as per specifications.

8.3 Health & Safety Management: This includes training the SMME's in compiling the Occupational Health and Safety File, ensuring the SMME's are compliant, in the form of PPE, safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist SMME's on the induction of labour.

The extent and level of such management, guidance and assistance, to be provided by the Principal Contractor, shall be commensurate with the basic level of sub-contract applicable and shall be directed at enabling the SMME's to achieve the successful execution and completion of their sub-contract[s]. Payment to the Principal Contractor for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMME's and or mark-up provision allowed for the various SMME work packages, such support and mentorship shall form part of the monthly reporting by the Principal Contractor to MBTC.

9. QUALITY OF WORK AND PERFORMANCE OF THE SMME's

If the SMME's, in the opinion of the Principal Contractor, fails to comply with the criteria as listed below, the Principal Agent shall issue a written warning to the Principal Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the MBTC.

These criteria are as follows:

- 9.1 Acceptable standard of works as set out in the specifications in the subcontract tender document
- 9.2 Progress in accordance with the time constraints in the SMME's tender documents
- 9.3 Punctual and full payment of the workforce and suppliers
- 9.4 Site safety
- 9.5 Environmental impacts

The Principal Contractor shall be fully liable for the quality of work done by SMME's as if that work is done by the Principal Contractor. All work is to be done according to the specification as specified in the tender document.

The SMME's shall have 21 days from the date of receipt of the letter of warning by the Principal Contractor to satisfactorily address the issues raised by the Principal Contractor, with the exception of point 9.4, for which the response time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor has made every effort to correct the performance by the SMME's.

10. RETENTION

Ten percent (10%) retention on SMME's value of work (excluding VAT) will be deducted as retention on SMME's with half to be released on issue of the Practical Completion Certificate and balance of Final Completion certificate as follows:

- Building Works: 6 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor.
- Civil works: 12 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor.
- Other Specialized Work: 6 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor and the Engineer.
This also refers to Electrical and Mechanical Engineering works.

11. JOINT VENTURES & CONSORTIUMS

The SMME's are not permitted to enter into Joint Ventures or form Consortiums with other SMME's.

12. SMME CONSTRUCTION MENTOR

The CV of the SMME Construction Mentor is to be submitted at tender stage by the Tenderer/Principal Contractor, together with those of proposed key personnel. The Principal Contractor shall guide, assist and mentor all SMME's. The Principal Contractor shall price for and employ, on a full-time basis, an SMME Construction Mentor to be site based for the duration of the Contract. Minimum requirements are as follows:

- A Higher National diploma (T/N/S) streams in the Built Environment/ Quantity Surveying/ Construction Management/Project Management/Civil Engineering with five (5) years relevant experience.
- Shall be registered with a professional body in the Built Environment as a professional and/or as a candidate.

13. PAYMENT OF SMME's

SMME's are to be invited to submit their payment certificates or claims monthly and are to be paid by the Principal Contractor within 14 days. Payment of SMME's may not be delayed pending payment of the Principal Contractor by the Employer.

Claims for Extension of Time due to delays caused by SMME's will not be entertained. The Principal Contractor shall develop a clear programme of his work factoring in the use of SMME's.

14. PENALTIES FOR NON-COMPLIANCE

Should the Principal Contractor undertake some or all of the work that is specifically earmarked for SMME's, the Principal Contractor will be charged 100% of value of any work he/she has done as a penalty. The amount will be deducted from the monthly payment certificate[s].