



days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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

14.0 Replace the entire clause 14.0 with the following:

**14.0 SECURITY**

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

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

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

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

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

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

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

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

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

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Tender no:

- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the works the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:



- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the **site** within ten (10) **working days** of the approval of the construction work permit by Department of Labour.
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause
- 26.1.2 Add # next to 26.1.2
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 or 31.8
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In





	such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(B).2	Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(B).3	Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>
31.12	Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: "...due to no fault of the <b>contractor</b> "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The <b>principal agent</b> shall certify one hundred per cent (100%) of the amount of the <b>final account</b> in the <b>final payment certificate</b>
34.13	Replace "seven (7) <b>calendar days</b> " with "twenty one (21) <b>calendar days</b> " and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"
36.1	Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
36.1.3	refuses or neglects to comply strictly with any of the conditions of contract
36.1.4	estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
36.1.5	in the judgment of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " <b>principal agent</b> " with " <b>employer</b> "
36.7 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"



	<p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs.</p>
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42.0	<b>Part 2: Contract Data provided by the Contractor:</b>
42.5	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted <b>contract sum</b> inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of:      <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>

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42.5.7 [14]	<p><b>The security to be provided by the contractor:</b></p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <p>(1) cash deposit of 10 % of the <b>contract sum</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable <b>construction guarantee</b> of 10 % of the <b>contract sum</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the <b>contract sum</b> (excluding. VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the <b>construction period</b>:</p> <p>From: _____ to _____</p>
42.6 42.6.1	<p><b>DOCUMENTS</b></p> <p><b>Contract documents</b> marked and annexed hereto:</p> <p>Priced <b>bills of quantities</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p><b>Lump sum document</b>: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p><b>Guarantees</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p><b>Contract drawings</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p><b>Other documents</b>: Yes <input type="checkbox"/> No <input type="checkbox"/> (Attach additional pages if more space is required)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

  
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## APPENDIX A

### CALCULATION OF PENALTY

The following calculation of penalty will be based on the tendered amount of the awarded **contractor** and it shall be carried forward to item 42.2.7 of this **contract data** for **works** to be completed as a whole and item 42.2.8 for **works** to be completed in **sections**.

CONSTRUCTION PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

#### PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest R 5
R 501 – R 1 000	nearest R 10
R 1 001 – R 5 000	nearest R 50
R 5 001 and above	nearest R 100

#### EXAMPLE

**Contract sum** = R2 500 000 (excluding VAT)  
**Construction period** = 12 months  

$$R2\ 500\ 000 \times \frac{0.0275}{100}$$

$$= R687.50/\text{Calendar day}$$
 Therefore rounded off to the nearest R10.00 = R690.00/Calendar day

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**CONSTRUCTION OF HUKU NEW POLICE STATION: EASTERN CAPE  
PROVINCE**

***BID: 19/1/9/1/49 TB (23)***

**PART C:**

**CONTRACT**

**Part C.2**

**Pricing data:**



Amount

**BILL NO. 1****PRELIMINARIES**

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

**PRELIMINARIES**

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".

**PRICING OF PRELIMINARIES**

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

**SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT****DEFINITIONS****A1.0 DEFINITIONS AND INTERPRETATION**

## Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:

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

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

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee from as selected in the schedule

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

"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "Corrupt Practice" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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Clause 1.1 Definition of "Fraudulent Practice" is added:

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

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

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

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

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

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

1 No clause

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

### OBJECTIVE AND PREPARATION

#### A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

2 Clause 2.0

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

### A3.0 DOCUMENTS

3 Clause 3.0

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

Clause 3.7 is amended by the addition of the following:

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

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

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

Item

**A4.0 DESIGN RESPONSIBILITY**

4 Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

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

Item

**A5.0 EMPLOYER'S AGENTS**

5 Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4, and 38.5.8

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

Item

**A6.0 SITE REPRESENTATIVE**

6 Clause 6.0

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

Item

**A7.0 COMPLIANCE WITH REGULATIONS**

7 Clause 7.0

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

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

Item

**A8.0 WORKS RISK**

8 Clause 8.0

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

Item

**A9.0 INDEMNITIES**

9 Clause 9.0

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

Item

**A10.0 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

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**10.5 Damage to the Works**

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

(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works

(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6

(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

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

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed

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(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works

### **10.7 High risk insurance**

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

#### **10.7.1 Damage to the works**

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

When 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

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

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

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

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

- 10 10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole

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**A11.0 LIABILITY INSURANCES**

11 Clause 11.0

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

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**A12.0 EFFECTING INSURANCES**

12 Clause 12.0

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

Item

A13.0 No clause

**A14.0 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13 14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), hereafter 14.7 shall be applicable

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

Item

### EXECUTION

#### A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The security selected in terms of 14.0

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

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

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

- 14 Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4

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		Amount
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A16.0 ACCESS TO THE WORKS</u></b>	
15	Clause 16.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A17.0 CONTRACT INSTRUCTIONS</u></b>	
16	Clause 17.0	
	Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A18.0 SETTING OUT OF THE WORKS</u></b>	
17	Clause 18.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A19.0 ASSIGNMENT</u></b>	
18	Clause 19.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A20.0 NOMINATED SUB-CONTRACTORS</u></b>	
19	Clause 20.0	
	Clause 20.1.3 is amended by replacing it with the following:	
	No Clause	
	Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A21.0 SELECTED SUBCONTRACTORS</u></b>	
20	Clause 21.0	
	Clause 21 is amended by replacing it with:	
	No Clause	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A22.0 EMPLOYER'S DIRECT CONTRACTORS</u></b>	
21	Clause 22.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</u></b>	
22	Clause 23.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
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**COMPLETION**

**A24.0 PRACTICAL COMPLETION**

23 Clause 24.0

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**A25.0 WORK'S COMPLETION**

24 Clause 25.0

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

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**A26.0 FINAL COMPLETION**

25 Clause 26.0

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

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

Item

**A27.0 LATENT DEFECTS LIABILITY PERIOD**

26 Clause 27.0

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

Item

**A28.0 SECTIONAL COMPLETION**

27 A Clause 28.0

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

Item

**A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION**

28 Clause 29.0

Clause 29.2.5 is amended by replacing it with :

No clause

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

Item

**A30.0 PENALTY FOR NON-COMPLETION**

29 Clause 30.0

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

Item

**PAYMENT**

**A31.0 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

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

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

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**Alternative A**

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

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

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

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

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

**Alternative B**

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

- 30 Payment shall be subject to the employer giving the contractor a tax invoice for the amount due

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

**A32.0 ADJUSTMENT TO THE CONTRACT VALUE**

- 31 Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the contractor"

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	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A33.0 RECOVERY OF EXPENSE AND LOSS</u></b>	
32	Clause 33.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</u></b>	
33	Clause 34.0	
	Clause 34.1 is amended by removing "#" next to 34.1	
	Clause 34.2 is amended by inserting "#" next to 34.2	
	Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"	
	Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>A35.0 PAYMENT TO OTHER PARTIES</u></b>	
34	Clause 35.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
	<b><u>CANCELLATION</u></b>	
	<b><u>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u></b>	
	Clause 36.0	
	Clause 36.1 is amended by the addition of the following clauses:	
	36.1.3 refuses or neglects to comply strictly with any of the conditions of contract	
	36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa	
	36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract	
	Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"	
	Clause 36.0 is amended by the addition of the following clause:	
35	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever	
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**A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

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

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

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

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

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**A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

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

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

- 37 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

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

Item

**A39.0 CANCELLATION - CESSATION OF THE WORKS**

- 38 Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) working days of completion of such a report"

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

Item

**DISPUTE****A40.0 DISPUTE SETTLEMENT**

- 39 Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

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### **SUBSTITUTE PROVISIONS**

#### **A41.0 STATE CLAUSES**

40 Clause 41.0

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

### **CONTRACT VARIABLES**

#### **A42.0 THE SCHEDULE**

41 Clause 42.0

Tenderers are referred to the Contract Data for variables pertaining to this contract

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

### **SECTION B: JBCC PRELIMINARIES**

#### **B1.0 DEFINITIONS AND INTERPRETATION**

##### **B1.1 Definitions and interpretation**

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

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

#### **B2.0 DOCUMENTS**

43 B2.1 Checking of documents

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

44 B2.2 Provisional bills of quantities

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

45 B2.3 Availability of construction documentation

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

46 B2.4 Interests of agents

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

47 B2.5 Priced documents

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

48 B2.6 Tender submission

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

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**B3.0 THE SITE**

49 B3.1 Defined works area

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

Item

50 B3.2 Geotechnical investigation

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

Item

51 B3.3 Inspection of the site

Tenderers are to attend a compulsory site clarification meeting and shall complete the Compulsory Inspection Certificate included in the tender documents and return same with the tender submission

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

Item

52 B3.4 Existing premises occupied

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

Item

53 B3.5 Previous work - dimensional accuracy

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

Item

54 B3.6 Previous work - defects

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

Item

55 B3.7 Services - known

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

Item

56 B3.8 Services - unknown

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

Item

57 B3.9 Protection of trees

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

Item

58 B3.10 Articles of value

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

Item

59 B3.11 Inspection of adjoining properties

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

Item

**B4.0 MANAGEMENT OF CONTRACT**

60 B4.1 Management of the works

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

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61 B4.2 Programme for the works

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A detailed construction programme must be submitted to the principal agent within seven (7) days after site handover.

The programme for the works must be based on the Project Evaluation and Review Technique (PERT) or any other approved Critical Path Method (CPM) network analysis of events and activities. A fortnightly control report must be submitted to the principal agent, evaluating any gains or delays against the critical path. The programme will form the basis of time management on the project

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

Item

## 62 B4.3 Progress meetings

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

Item

## 63 B4.4 Technical meetings

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

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## 64 B4.5 Labour and plant records

A daily site diary must be kept on site stating the daily record of all human resources on site (including sub-contractors), plant and equipment, visitor's to the site, etc. At each monthly progress meeting, the contractor must hand over the daily site records for the month past to the principal agent

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

Item

### B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

## 65 B5.1 Samples of materials

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

Item

## 66 B5.2 Workmanship samples

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

Item

## 67 B5.3 Shop drawings

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

Item

## 68 B5.4 Compliance with manufacturers' instructions

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

Item

### B6.0 TEMPORARY WORKS AND PLANT

## 69 B6.1 Deposits and fees

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

Item

## 70 B6.2 Enclosure of the works

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

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## 71 B6.3 Advertising

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- Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 72 B6.4 Plant, equipment, sheds and offices  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 73 B6.5 Main notice board  
A main notice board in accordance with the standard drawing as issued by the employer is required  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 74 B6.6 Subcontractors' notice board  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- B7.0 TEMPORARY SERVICES**
- 75 B7.1 Location  
Accommodation on site will not be allowed and the contractor must provide his own accommodation off site for the workforce (including sub-contractors)  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 76 B7.2 Water  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 77 B7.3 Electricity  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 78 B7.4 Telecommunication facilities  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- 79 B7.5 Ablution facilities  
The contractor must provide his own ablutions by means of chemical toilets. The number of chemical toilets to be used will be determined by the formula of one chemical toilet per every twenty people employed on site at any given point  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- B8.0 PRIME COST AMOUNTS**
- 80 B8.1 Responsibility for prime cost amounts  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_
- B9.0 ATTENDANCE ON N/S SUBCONTRACTORS**  
Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

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81	B9.1 General attendance		
82	B9.2 Special attendance		
	Fixed: _____ Value related: _____ Time related: _____	Item	
83	B9.3 Commissioning - fuel, water and electricity		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>B10.0 FINANCIAL ASPECTS</u></b>		
84	B10.1 Statutory taxes, duties and levies		
	Fixed: _____ Value related: _____ Time related: _____	Item	
85	B10.2 Payment for preliminaries		
	Fixed: _____ Value related: _____ Time related: _____	Item	
86	B10.3 Adjustment of preliminaries		
	Clause B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities/lump sum document"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
87	B10.4 Payment certificate cash flow		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>B11.0 GENERAL</u></b>		
88	B11.1 Protection of the works		
	Fixed: _____ Value related: _____ Time related: _____	Item	
89	B11.2 Protection / isolation of existing / sectionally occupied works		
	Fixed: _____ Value related: _____ Time related: _____	Item	
90	B11.3 Security of the works		
	Fixed: _____ Value related: _____ Time related: _____	Item	
91	B11.4 Notice before covering work		
	The contractor must notify the principal agent or his representatives timeously		
	when inspections and/or re-measurements must be executed. For the purposes of this project, seven (7) working days from the date of notice will be taken as a reasonable period for inspections and/or re-measurements		
	All re-measurable work must be kept open and exposed and not be covered until the principal agent or his representatives has re-measured same. This includes trench excavations, rock excavations, water-, sewer-, stormwater-, and fire reticulation, etc		
	Fixed: _____ Value related: _____ Time related: _____	Item	
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92	B11.5 Disturbance	Fixed: _____ Value related: _____ Time related: _____	Item
93	B11.6 Environmental disturbance	Fixed: _____ Value related: _____ Time related: _____	Item
94	B11.7 Works cleaning and clearing	Fixed: _____ Value related: _____ Time related: _____	Item
95	B11.8 Vermin	Fixed: _____ Value related: _____ Time related: _____	Item
96	B11.9 Overhand work	Fixed: _____ Value related: _____ Time related: _____	Item
97	B11.10 Instruction manuals and guarantees	Fixed: _____ Value related: _____ Time related: _____	Item
98	B11.11 As built information	Fixed: _____ Value related: _____ Time related: _____	Item
99	B11.12 Tenant installations	Fixed: _____ Value related: _____ Time related: _____	Item
<b><u>B12.0 SCHEDULE OF VARIABLES</u></b>			
100	B12.1 Schedule of variables	Fixed: _____ Value related: _____ Time related: _____	Item

This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets

#### 12.1 PRE-TENDER INFORMATION

##### 12.1.1 Provisional bills of quantities

[2.2] The quantities are provisional (yes/no) NO

##### 12.1.2 Availability of construction documentation

[2.3] Construction documentation is complete (yes/no) YES

##### 12.1.3 Interest of agents

[2.4] Details:

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No Agents are employed as employees of the employer

#### 12.1.4 Defined works area

##### [3.1] Details:

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site

#### 12.1.5 Geotechnical investigation

##### [3.2] Details:

Refer to C4 : Site Information

#### 12.1.6 Existing premises occupied

##### [3.4] Specific requirements:

None

#### 12.1.7 Previous work - dimensional accuracy

##### [3.5] Details:

None

#### 12.1.8 Previous work - defects

##### [3.6] Details:

None

#### 12.1.9. Services - known

##### [3.7] Details:

Municipal electrical, water and sewer reticulation are available. Any temporary or permanent connection must be arranged with the Local Supply Authority.

These services must be metered and paid for by the Contractor during the Construction period.

#### 12.1.10 Protection of trees

##### [3.9] Specific requirements:

The contractor is to ensure that no adjacent indigenous vegetation, trees etc. are being damaged as a result from the construction activities and/or actions by his personnel

Prior approval is to be obtained from the principal agent for the removal of any tree should it be required due to the positioning of the building on site and/or other construction work to be executed

#### 12.1.11 Inspection of adjoining properties

##### [3.11] Specific requirements:

None

#### 12.1.12 Enclosure of the works

##### [6.2] Specific requirements:

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Amount

None

## 12.1.13 Offices

## [6.4.3] Specific requirements:

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

## 12.1.14 Main notice board

## [6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering

## 12.1.15 Subcontractors' notice board

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

Specific requirements:

## 12.1.16 Water

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

Option B (by employer - free of charge) (yes/no) NO

Option C (by employer - metered) (yes/no) NO

## 12.1.17 Electricity

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

Option B (by employer - free of charge) (yes/no) NO

Option C (by employer - metered) (yes/no) NO

## 12.1.18 Telecommunications

[7.4] Telephone (yes/no) YES

Facsimile (yes/no) NO

E-mail (yes/no) YES

## 12.1.19 Ablution facilities

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

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

## 12.1.20 Protection of existing/sectionally occupied works

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

12.1.21 Special attendance

[9.2] Subcontractor (1) details: None

Subcontractor (2) details: None

Subcontractor (3) details: None

Subcontractor (4) details: None

12.1.22 Protection of works

[11.1] Specific requirements:

The contractor is responsible for the protection of the works

12.1.23 Disturbance

[11.5] Specific requirements:

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

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

12.1.24 Environmental disturbance

[11.6] Specific requirements:

The contractor shall keep the site free of rubble. All mixing areas shall be rehabilitated after usage.

## 12.2 POST-TENDER INFORMATION

12.2.1 Payment of preliminaries

[10.2] Option A (prorated) (yes/no) \_\_\_\_\_

Option B (calculated) (yes/no) \_\_\_\_\_

12.2.2 Adjustment of preliminaries

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

Option B (detailed breakdown) (yes/no) \_\_\_\_\_

12.2.3 Additional agreed preliminaries items Details:

### **SECTION C: SPECIFIC PRELIMINARIES**

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

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