

Construction Of Emaxesibeni Animal Pound Phase 2

BILL OF QUANTITIES SUMMARY

BILL NO	DESCRIPTION	PAGE		BILL AMOUNT
	<u>SECTION 1: PRELIMINARY</u>			
1	PRELIMINARIES			
	<u>SECTION 2: BUILDING WORKS</u>			
2	TILING			
	<u>SECTION 3: EXTERNAL WORKS</u>			
4	SITE WORKS			
	<u>SECTION 4: FENCING</u>			
5	HIGH DENSITY PANEL FENCING/ STRUCTURED FENCING (CLEAR VIEW OR SIMILAR APPROVED)			
	<u>SECTION 4: PROVISIONAL SUMS</u>			
6	PROVISIONAL SUMS			
	NET BUILDING COST			
	ALLOW 5% FOR CONTINGENCIES			
	ALLOW 0% FOR ESCALLATION (CPAP)			
	NET BUILDING COST			
	ADD : 15% VALUE ADDED TAX	VAT		
	CARRIED TO FORM OF OFFER AND ACCEPTANCE			

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 1 : PRELIMINARIES BILL NO.1 Preliminaries SECTION 1 MEANING OF TERMS "TENDER / TENDERER" 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 DEFINITIONS AND INTERPRETATION Clause 1.0 Clause 1.1 Definition of "Commencement Date" is added: "COMMENCEMENT DATE" means the date that the possession of the site is given to the contractor. Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following: "CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule. Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following: "CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion. Clause 1.1 Definition of "Corrupt Practice" is added: "CORRUPT PRATICE" 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 the contract execution. Clause 1.1 Definition of "Fraudulent Practice" is added: Caried Forward				
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		Brought Forward			
		"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 the 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 indicated in the Contract Data (C1.2). Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule. Clause 1.1 Definition of "Security" is amended by replacing it with the following: "SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss. Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax" Clause 1.6.4 is amended by replacing it with the following: No clause			
1	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	OBJECTIVE AND PREPARATION				
	A2 OFFER, ACCEPTANCE AND PERFORMANCE				
	Clause 2.0				
2	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A3 DOCUMENTS				
	Clause 3.0				
	Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer".				
3	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A4 DESIGN RESPONSIBILITY				
	Clause 4.0				
	Clause 4.3 is amended by replacing it with the following: No clause				
4	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

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		Brought Forward					
A5 EMPLOYERS AGENTS							
Clause 5.0							
Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8							
5	Fixed: _____ Value related: _____ Time related: _____	Item	1.00				
A6 SITE REPRESENTATIVE							
Clause 6.0							
6.1	Fixed: _____ Value related: _____ Time related: _____	Item	1.00				
A6 COMMUNITY LIAISON OFFICER							
6.2	Fixed: _____ Value related: _____ Time related: 100% PROVISIONAL	Months	3.00	3,750.00	11,250.00		
A8 LABOUR RATE							
The tenderer is informed that the labour rate for unskilled labourers during the construction period will be a minimum of R180.00 per day.		Months	5.00				
6.3	Fixed: _____ Value related: _____ Time related: _____						
A7 COMPLIANCE WITH REGULATIONS							
Clause 7.0							
Note: The provisions herein include inter alia, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of the construction supervisor							
See also clause C10 of Section C - Specific Preliminaries							
7	Fixed: _____ Value related: _____ Time related: _____	Item	1.00				
A8 WORKS RISK							
Clause 8.0							
8	Fixed: _____ Value related: _____ Time related: _____	Item	1.00				
A9 INDEMNITIES							
Clause 9.0							
9	Fixed: _____ Value related: _____ Time related: _____	Item	1.00				
A10 WORKS INSURANCES							
Clause 10.0							
Clause 10.0 is amended by the addition of the following clauses:							
10.5 Damage to the Works							
(a) Without in any way limiting the contractors 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							
Carried Forward				R			

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	Brought Forward (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof. 10.6 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable. (b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable. (c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor. (d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion. (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed. (f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works. 10.7 High risk insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: 10.7.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs. 10.7.2 Injury to persons or loss of or damage to property Caried Forward		
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	Brought Forward		
	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 siteb, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract. 10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so. 10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole .		
10	Fixed:_____ Value related:_____ Time related:_____ A11 LIABILITY INSURANCES Clause 11.0		
11	Fixed:_____ Value related:_____ Time related:_____ A12 EFFECTING INSURANCES Clause 12.0		
12	Fixed:___X___ Value related:_____ Time related:_____ A13. No clause	Item	1.00
13	Fixed:_____ Value related:_____ Time related:_____ A14 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 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.		
	Caried Forward		R

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	Brought Forward 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 scheduleb. 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 percent (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 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 percent (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 Contractor with 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). Caried Forward		
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	Brought Forward 14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date 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. 14 Fixed: _____ Value related: _____ Time related: _____ Caried Forward		
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Brought Forward					
EXECUTION					
A15 PREPERATION 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 in terms of 14.0					
Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date.					
Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4					
15	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
A16 ACCESS TO THE WORKS					
Clause 16.0					
16	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
A17 CONTRACT INSTRUCTIONS					
Clause 17.0					
Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors ".					
17	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
A18 SETTING OUT OF THE WORKS					
Clause 18.0					
18	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
A19 ASSIGNMENT					
Clause 19.0					
19	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
A20 NOMINATED SUB-CONTRACTORS					
Clause 20.0					
Clause 20.1.3 is amended by replacing it with the following: No Clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums.					
20	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
Caried Forward			R		

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		Brought Forward			
	A21 SELECTED SUBCONTRACTORS				
	Clause 21.0				
	Clause 21 is amended by replacing it with: No Clause				
21	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A22 EMPLOYER'S DIRECT CONTRACTORS				
	Clause 22.0				
22	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS				
	Clause 23.0				
23	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	COMPLETION				
	A24 PRACTICAL COMPLETION				
	Clause 24.0				
24	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A25 WORK'S COMPLETION				
	Clause 25.0				
25	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A26 FINAL COMPLETION				
	Clause 26.0				
	Clause 26.1.2 is amended by inserting # next to 26.1.2				
26	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A27 LATENT DEFECTS LIABILITY PERIOD				
	Clause 27.0				
27	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A28 SECTIONAL COMPLETION				
	Clause 28.0				
28	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A29 REVISION OF DATE FOR PRACTICAL COMPLETION				
	Clause 29.0				
	Clause 29.2.5 is amended by replacing it with: No clause				
29	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A30 PENALTY FOR NON-COMPLETION				
	Clause 30.0				
30	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

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		Brought Forward		
		PAYMENT A31 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: 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 is 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: Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.		
31	Fixed:_____ Value related:_____ Time related:_____			
		Caried Forward	R	

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		Brought Forward			
	A32 ADJUSTMENT TO THE CONTRACT VALUE				
	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"				
32	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A33 RECOVERY OF EXPENSE AND LOSS				
	Clause 33.0				
33	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A34 FINAL ACCOUNT AND FINAL PAYMENT				
	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".				
34	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	A35 PAYMENT TO OTHER PARTIES				
	Clause 35.0				
35	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	CANCELLATION				
	A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT				
	Clause 36.0				
	Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract. 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa. Clause 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer". Clause 36.0 is amended by the addition of the following clause:				
	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.				
36	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward			R	

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	Brought Forward			
	A37 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)".			
	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.			
37	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	A38 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: 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.			
38	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	A39 CANCELLATION - CESSATION OF THE WORKS			
	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"			
39	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	DISPUTE			
	A40 DISPUTE SETTLEMENT			
	Clause 40.0			
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years".			
	Clause 40.6 is amended by removing the reference to: No clause			
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.			
40	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	SUBSTITUTE PROVISIONS			
	A41 STATE CLAUSES			
	Clause 41.0			
41	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	Caried Forward		R	

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	CONTRACT VARIABLES				
	THE SCHEDULE (C1.2 CONTRACT DATA)				
	A42 PRE-TENDER INFORMATION				
	Clause 42.0				
	Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract.				
42	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	SECTION B: JBCC PRELIMINARIES				
	B1.0 DEFINITIONS AND INTERPRETATION				
	B1.1 Definitions and interpretation				
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.				
43	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.0 DOCUMENTS				
	B2.1 Checking of documents				
44	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.2 Provisional bills of quantities				
45	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.3 Availability of construction documentation				
46	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.4 Interests of agents				
47	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.5 Priced documents				
48	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B2.6 Tender submission				
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)".				
49	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.0 THE SITE				
	B3.1 Defined works area				
50	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.2 Geotechnical investigation				
51	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.3 Inspection of the site				
	Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.				
52	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	B3.4 Existing premises occupied				
53	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.5 Previous work - dimensional accuracy				
54	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.6 Previous work - defects				
55	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.7 Services - known				
56	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.8 Services - unknown				
57	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.9 Protection of trees				
58	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.10 Articles of value				
59	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B3.11 Inspection of adjoining properties				
60	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B4.0 MANAGEMENT OF CONTRACT				
	B4.1 Management of the works				
61	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B4.2 Programme for the works				
62	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B4.3 Progress meetings				
63	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B4.4 Technical meetings				
64	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B4.5 Labour and plant records				
65	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS				
	B5.1 Samples of materials				
66	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B5.2 Workmanship samples				
67	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B5.3 Shop drawings				
68	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	B5.4 Compliance with manufacturers instructions				
69	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B6.0 TEMPORARY WORKS AND PLANT				
	B6.1 Deposits and fees				
70	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B6.2 Enclosure of the works				
71	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B6.3 Advertising				
72	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B6.4 Plant, equipment, sheds and offices				
73	Fixed: ☒ X _____ Value related: _____ Time related: _____	Item	1.00		
	B6.5 Main notice board				
74	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B6.6 Subcontractors notice board				
75	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B7.0 TEMPORARY SERVICES				
	B7.1 Location				
76	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B7.2 Water				
77	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B7.3 Electricity				
78	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B7.4 Telecommunication facilities				
79	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B7.5 Ablution facilities				
80	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B8.0 PRIME COST AMOUNTS				
	B8.1 Responsibility for prime cost amounts				
81	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	9.0 ATTENDANCE ON N/S SUBCONTRACTORS				
	B9.1 General attendance				
82	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	B9.2 Special attendance				
83	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B9.3 Commissioning - fuel, water and electricity				
84	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B10.0 FINANCIAL ASPECTS				
	B10.1 Statutory taxes, duties and levies				
85	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B10.2 Payment for preliminaries				
86	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B10.3 Adjustment of preliminaries				
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "in his priced bills of quantities / lump sum document submitted with his tender offer".				
87	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B10.4 Payment certificate cash flow				
88	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11. GENERAL				
	B11.1 Protection of the works				
89	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.2 Protection / isolation of existing / sectionally occupied works				
90	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.3 Security of the works				
91	Fixed: _____ Value related: _____ Time related: 100%	Months	5.00		
	B11.4 Notice before covering work				
92	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	11.5 Disturbance				
93	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.6 Environmental disturbance				
94	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.7 Works cleaning and clearing				
95	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.8 Vermin				
96	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.9 Overhand work				
97	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	B11.10 Instruction manuals and guarantees				
98	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.11 As built information				
99	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B11.12 Tenant installations				
100	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	B12. SCHEDULE OF VARIABLES				
	B12.1 Pre-tender information				
101	Fixed: _____ Value related: _____ Time related: _____	Item	1.00		
	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 NO				
	12.1.2 Availability of construction documentation				
	[2.3] Construction of documentation is complete YES				
	12.1.3 Interest of agents				
	[2.4] Details: None				
	12.1.4 Defined works area				
	[3.1] Details: None				
	12.1.5 Geotechnical investigation				
	[3.2] Details: None				
	12.1.6 Existing premises occupied				
	[3.4] Specific requirements: Yes				
	12.1.7 Previous work - dimensional accuracy				
	[3.5] Details: None				
	12.1.8 Previous work - defects				
	[3.6] Details: None				
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

	Brought Forward		
12.1.9 Services - known			
[3.7] Details: None			
12.1.10 Protection of trees			
[3.9] Specific requirements: None			
12.1.11 Inspection of adjoining properties			
[3.11] Specific requirements:None			
12.1.12 Enclosure of the works			
[6.2} Specific requirements: 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 orange. 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] Specific requirements: No			
12.1.16 Water			
[7.2) Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by b employer - metered) NO			
12.1.17 Electricity			
[7.3] Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by b employer - metered) NO			
12.1.18 Telecommunications			
[7.4] Telephone YES Facsimile YES E-mail YES			
	Caried Forward	R	

Construction Of Emaxesibeni Animal Pound Phase 2

	Brought Forward			
12.1.19 Ablution facilities				
[7.5] Option A (by contractor)				
YES				
Option B (by employer)				
NO				
12.1.20 Protection of existing/sectionally occupied works				
[11.2] Protection is required Yes				
12.1.21 Special attendance				
[9.2] Subcontractor (1) details: None				
Subcontractor (2) details: None				
Subcontractor (3) details: None				
Subcontractor (4) details: None				
12.1.22 Protection of works				
[11.1] Specific requirements: YES				
12.1.23 Disturbance				
[11.5] Specific requirements:				
The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent.				
12.1.24 Environmental disturbance				
[11.6] Specific requirements: None				
12.2 POST-TENDER INFORMATION				
12.2.1 Payment of preliminaries				
[10.2] Option A (pro-rated)				
NO				
Option B (calculates)				
YES				
12.2.2 Adjustment of preliminaries				
(10.3] Option A (three categories)				
YES				
Option B (detailed breakdown)				
NO				
12.2.3 Additional agreed preliminaries items				
Details: N/A				
	Caried Forward	R		

Construction Of Emaxesibeni Animal Pound Phase 2

	Brought Forward			
	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.			
	C1 CONTRACT DRAWINGS			
	* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document * The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. N/A * A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed . Should any part of the drawings not be clearly understood by the tenderer he shall , before submitting his tender, obtain clarification in writing from the Principal Agent			
102	Fixed: _____ Value related: _____ Time related: _____	Item		
	C2 GENERAL PREAMBLES			
	The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Detment, and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used.			
103	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C3 TRADE NAMES			
	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.			
104	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C4 IMPORTED MATERIALS AND EQUIPMENT			
	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (T2.2q) to be completed by tenderer). Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).			
105	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C5 VIEWING THE SITE IN SECURITY AREAS			
	The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes.			
106	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	Caried Forward		R	

Construction Of Emaxesibeni Animal Pound Phase 2

Brought Forward				
	C6 COMMENCEMENT OF WORK IN SECURITY AREAS			
	As the works fall within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.			
107	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C7 ENTRANCE PERMITS TO SECURITY AREAS			
	As the works fall within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer.			
108	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C8 SECURITY CHECK OF PERSONNEL			
	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or any document or information relating to the works .			
109	Fixed: _____ Value related: _____ Time related: _____	Item		
	C9 PROHIBITION OF TAKING PHOTOGRAPHS			
	In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.			
110	Fixed: _____ Value related: _____ Time related: _____	Item	1.00	
	C10 HIV/AIDS AWARENESS			
	It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities / lump sum document . Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.			
	The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.			
Caried Forward			R	

Construction Of Emaxesibeni Animal Pound Phase 2

		Brought Forward			
	C10.1 AWARENESS CHAMPION				
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification.				
111	Fixed:_____ Value related:_____ Time related:_____	Item	1.00		
	C10.2 AWARENESS WORKSHOPS				
	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.				
112	Fixed:_____ Value related:_____ Time related:_____	Item	1.00		
	C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.				
113	Fixed:_____ Value related:_____ Time related:_____	Item	1.00		
	C10.4 ACCESS TO CONDOMS				
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification.				
114	Fixed:_____ Value related:_____ Time related:_____	Item	1.00		
	C10.5 MONITORING				
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
115	Fixed:_____ Value related:_____ Time related:_____	Item	1.00		
	Caried Forward		R		

Construction Of Emaxesibeni Animal Pound Phase 2

Brought Forward		
OCCUPATIONAL HEALTH AND SAFETY ACT		
The Contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specifications compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.		
116	Fixed: _____ Value related: _____ Time related: _____	Item 1.00
Carried To Section Summary		
		R -

Construction Of Emaxesibeni Animal Pound Phase 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	SECTION NO. 2 : BUILDING WORKS Reovations to existing Buildigs				
	<u>350 X 350 Ceramic Tiles</u>				
	On floors internal	m ²	90.00		
	ON FLOATED PLASTER				
	Prepare surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Polvin Super Acrylic' paint:				
	On interior walls.	m ²	160.00		
	ON PLASTER BOARD				
	Prepare surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Professional Copolymer Acrylic' paint:				
	On ceilings and cornices.	m ²	90.00		
	Prepare surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Polvin Super Acrylic' paint:				
	On exterior walls.	m ²	95.00		
	ON WOOD, WOOD BOARD				
	Stop, sand down and prepare wood surfaces and apply three coats 'Plascon Woodcare' high gloss clear varnish:				
	On interior doors.	m ²	60.00		
	On interior door frames.	m ²	45.00		
	On interior skirtings, rails, etc not exceeding 300 mm girth.	m	35.00		
Caried To Section Summary					R -

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[illegible]