



	<p>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</p> <p>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</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>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)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>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</p> <p>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.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p>
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Tender no:

	<p>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</p> <p>14.4 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>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</p> <p>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</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>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</p> <p>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:</p> <p>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)</p> <p>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</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>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</p> <p>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</p> <p>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:</p> <p>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</p> <p>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</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>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</p> <p>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:</p>
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62



	<p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>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</p> <p>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</p> <p>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</p> <p>15.1.1 No clause</p> <p>15.1.2 The security selected in terms of 14.0</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">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</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">"Give the contractor possession of the site within ten (10) working days of the approval of the construction work permit by Department of Labour.</p> <p>17.1.11 Delete the words "and the appointment of nominated and selected subcontractors"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 or 31.8</p> <p>31.8 Amend as follows:</p> <p style="padding-left: 40px;">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:</p> <p style="padding-left: 80px;">31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p style="padding-left: 80px;">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</p> <p style="padding-left: 80px;">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</p> <p style="padding-left: 80px;">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</p>
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	such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate .
31.8(B)	Where security is a payment reduction in term 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 were 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
31.12	Delete the following: "Payment shall be subject to the employer giving the contractor 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 contractor "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate
34.13	Replace "seven (7) calendar days " with "twenty one (21) calendar days " and delete the words: "subject to the employer giving the contractor 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 employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " principal agent " with " employer "
36.7 37.5 and 38.7	Add the following: "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"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"

64



	<p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days 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 mediator and related costs.</p>
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</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 contract sum 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 payment certificate: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>



Tender no: _____

42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>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.</p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

42.6	DOCUMENTS
42.6.1	<p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: 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>

66



Tender no:

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/Calendar day
Therefore rounded off to the nearest R10.00	=	R690.00/Calendar day

**CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO
PROVINCE**

BID: 19/1/9/1/74 TB (23)

PART C:

CONTRACT

Part C.2

Pricing data:

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	<u>SECTION NO. 1</u>		
	<u>BILL NO. 1</u>		
	<u>PRELIMINARIES</u>		
	<u>MEANING OF TERMS "TENDER / TENDERER"</u>		
	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"		
	<u>PRELIMINARIES</u>		
	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".		
	<u>PRICING OF PRELIMINARIES</u>		
	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.		
	<u>CPAP WORK GROUP</u>		
	Unless otherwise stated, all items in this bill will be Work Group 190		
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

69
MS

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u>		
	<u>DEFINITIONS</u>		
1/1/1	A1 DEFINITIONS AND INTERPRETATION		
	Clause 1.0 Clause		
	1.1 Definition of "Commencement Date" is added:		
	"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect		
	Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:		
	"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule		
	Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:		
	"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion		
	Clause 1.1 Definition of "Corrupt Practice" is added:		
	"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.		
	Clause 1.1 Definition of "Fraudulent Practice" is added:		
	"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process in the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderes (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.		
	Clause 1.1 Definition of "Interest" is amended by replacing it with the following:		
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

70
MS

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<p>"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"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.</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>"SECURITY" means the form of security provided by the contractor, as stated in the schedule, from which the employer may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
	<u>OBJECTIVE AND PREPARATION</u>	Item	
1/1/2	A2 OFFER, ACCEPTANCE AND PERFORMANCE		
	<p>Clause 2.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Moletlane Police Station</p>		

71
MS

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/3	A3 DOCUMENTS Clause 3.0 Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer " Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/4	A4 DESIGN RESPONSIBILITY Clause 4.0 Clause 4.3 is amended by replacing it with the following: No clause Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/5	A5 EMPLOYER'S AGENTS 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	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/6	A6 SITE REPRESENTATIVE Clause 6.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/7	A7 COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/8	A8 WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/9	A9 INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/10	A10 WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses:	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	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		
	Carried Forward	R	
Bill No. 1 Preliminaries Moletlane Police Station			

74
MS

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

75
MS
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ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
1/1/11	<p>A11 LIABILITY INSURANCES</p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
		Item	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Moletlane Police Station</p>		

76

MS
Sm

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/12	A12 EFFECTING INSURANCES Clause 12.0 Fixed: _____ Value related: _____ Time related: _____ A13.0 No clause	Item	
1/1/13	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 submitted 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 <i>mutatis mutandi</i> 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		
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

77
MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	14.3.2 Within twenty one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor		
	14.3.3 Within twenty one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor		
	14.3.4 On the date of payment of the amount in the final payment certificate , the employer shall refund the remainder of the cash deposit to the contractor		
	14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor		
	14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party		
	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:		
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

78

MS

SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	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 <i>mutatis mutandi</i> 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 <i>mutatis mutandi</i> in terms of 31.8(B)		
	Carried Forward	R	
Bill No. 1 Preliminaries Moletlane Police Station			

79
MS
Sm

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<p>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</p> <p>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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>EXECUTION</p> <p>1/1/14 A15 PREPARATION FOR AND EXECUTION OF THE WORKS</p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No Clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1</p> <p>Preliminaries</p> <p>Moletlane Police Station</p>		

80

MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4		
	Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/15	A16 ACCESS TO THE WORKS		
	Clause 16.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/16	A17 CONTRACT INSTRUCTIONS		
	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	
1/1/17	A18 SETTING OUT OF THE WORKS		
	Clause 18.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/18	A19 ASSIGNMENT		
	Clause 19.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

81

MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/19	A20 NOMINATED SUB-CONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No Clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/20	A21 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No Clause Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/21	A22 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/22	A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

82

MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<u>COMPLETION</u>		
1/1/23	A24 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/24	A25 WORK'S COMPLETION Clause 25.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/25	A26 FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/26	A27 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/27	A28 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		



83
MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/28	A29 REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/29	A30 PENALTY FOR NON-COMPLETION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>PAYMENT</u>		
1/1/30	A31 INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0		
1/1/31	Clause 31.5.2 is amended by replacing "14.7.1"t with "14.0" Clause 31.8 is amended by replacing it with the following two alternative clauses:		
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

84

MS
SM

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	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 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		
	Carried Forward	R	
Bill No. 1 Preliminaries Moletlane Police Station			

85

MS 3

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/32	<p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
1/1/33	<p>A32 ADJUSTMENT TO THE CONTRACT VALUE</p> <p>Clause 32.0</p> <p>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:</p> <p>"due to no fault of the contractor"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
1/1/34	<p>A33 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
1/1/35	<p>A34 FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by removing "#" next to 34.2</p> <p>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"</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1</p> <p>Preliminaries</p> <p>Moletlane Police Station</p>		

86

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/36	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	
1/1/37	A35 PAYMENT TO OTHER PARTIES		
	Clause 35.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>CANCELLATION</u>		
	A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT		
	Clause 36.0		
	Clause 36.1 is amended by the addition of the following clauses:		
	36.1.3 refuses or neglects to comply strictly with any of the conditions of contract		
	36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa		
	36.1.5 in the judgement of the employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract		
	Clause 36.3 is amended by removing the reference to "No clause" and replacing the words " principal agent " with " employer "		
	Clause 36.0 is amended by the addition of the following clause:		
	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/38	A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE Clause 37.0 Clauses 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)" Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/39	A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT Clause 38.0 Clauses 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

88

MS 50

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
1/1/40	A39 CESSATION - CANCELLATION OF THE WORKS Clause 39.0 Clauses 39.3.5 is amended by the addition of the following at the end of the sentence "within one hundred and twenty (120) working days of completion of such a report" Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/41	A40 DISPUTE SETTLEMENT Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>SUBSTITUTE PROVISIONS</u>		
1/1/42	A41 STATE CLAUSES Clause 41.0 Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		

89

MS sm

ITEM NO	DESCRIPTION	QUANTITY	AMOUNT
	Brought Forward	R	
	<u>CONTRACT VARIABLES</u>		
	<u>THE SCHEDULE</u>		
1/1/43	A42 PRE-TENDER INFORMATION Clause 42.0 Tenderers are referred to the Contract Data Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>SECTION B: JBCC PRELIMINARIES</u>		
	<u>1: DEFINITIONS AND INTERPRETATION</u>		
1/1/44	<i>Definitions and interpretation</i> See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>2: DOCUMENTS</u>		
1/1/45	<i>Checking of documents</i> Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/46	<i>Provisional bills of quantities</i> Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/47	<i>Availability of construction documentation</i> Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Moletlane Police Station		