



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**TENDER:  
PROCUREMENT DOCUMENTS  
VOLUME 3: CONTRACT**

**FOR**

**DE AAR MAGISTARTE COURT: REPAIRS TO FIRE  
DAMAGE**

**WCS: 055677**

**TENDER NO: KIM 15/2023**

**CLOSING DATE: 02/02/2024**

DEPARTMENT OF PUBLIC WORKS  
KIMBERLEY REGIONAL OFFICES  
PRIVATE BAG X5002  
KIMBERLEY  
8300

PROJECT MANAGER:

M.JURIES

**DECEMBER 2023**

## **VOLUME 3: CONTRACT**

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## **PART C1: AGREEMENT AND CONTRACT DATA**

## DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	DE AAR MAGISTRATE COURT- REPAIRS TO FIRE DAMAGE BUILDING
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<b>Tender / Quotation no:</b>	KIM 15/2023	<b>WCS no:</b>	055677	<b>Reference no:</b>	19/2/4/2/2/2373/86
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank.</b> 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 <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1]

Works description	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description
<p>The project is to repair the damage done by fire to the court building in De Aar.</p> <p>The project also consists of replacement of the court recording equipment, security CCTV system, new fire detection &amp; protection system</p>	

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## A 2.0 Site [1.1]

Erf / stand number	999
Site address	43 Voortrekker Street, De Aar, 7000
Township / Suburb	De Aar
City / Town	De Aar
Province	Northern Cape
Local authority	Emthanjeni Local Municipality, Pixley ka Seme District
GPS Coordinates	30.6507 S ; 24.0107 E

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	053 838 5205
Postal address			
Physical address			

### A 3.2 Employer's representative:

Name	Marsha Juries	Telephone number	053 838 5263
E-mail	Marsha.Juries@dpw.gov.za	Mobile number	
Postal address	Old Magistrate Court Private Bag x5002 Kimberley 8300		
Physical address	Old Magistrate Court, 21-23 Kimberley De Aar 8300		

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

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<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	Principa Agent and Architecture
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Name	Phunga Consulting Engineer		
Legal entity of above	Phunga Consulting Engineer	Contact person	Moses Yakobe
Practice number		Telephone number	012 345 6813
Country	South Africa	Mobile number	072 577 4052
E-mail	info@phunga.co.za		
Postal address	P.O Box 11069 Die Hoewes Pretoria, Centurion 0163		
Physical address	Route 21 Corporate Park 63 Regency Drive Irene 0157		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Quantity Surveyor
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above	Mahlatsi Tumelo Cost Consultant	Contact person	Evidence Tseke
Practice number	2003/006741/07	Telephone number	011 704 1545
Country	South Africa	Mobile number	061 159 4344
E-mail	etseke@mtcc.co.za		
Postal address	P.O Box 87260 Houghton Johannesburg 2041		
Physical address	Block 4A, Northgate Office Park Northworld Johannesburg 2188		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Civil and Structural Engineer
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Name	BVI Consulting Engineer Central		
Legal entity of above	BVI Consulting Engineer Central	Contact person	Johnie Haefele
Practice number	1998/000185/07	Telephone number	051 447 2137
Country	South Africa	Mobile number	072 216 5494
E-mail	BFN@bvi.co.za		
Postal address	P.O Box 12441 Brandhof 9324		
Physical address	17 Pres Steyn Avenue Westdene Bloemfontein 9301		

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<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Electrical and Electronics Engineer
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Name	MVD Kalahari Consulting		
Legal entity of above	MVD Kalahari Consulting	Contact person	Hendrick Jonck
Practice number		Telephone number	053 831 1889
Country	South Africa	Mobile number	066 274 5464
E-mail	hendrik@mvdkalahari.co.za		
Postal address	P.O Box Kimberley Kimberley 8301		
Physical address	186 Du Toitspan Road Belgravia Kimberley 8301		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Mechanical Engineer
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Name	Mekan Engineering Services		
Legal entity of above	Mekan Engineering Services	Contact person	Thabiso Mosea
Practice number	2017/123673/07	Telephone number	053 832 4836
Country	South Africa	Mobile number	073 617 5215
E-mail	infokim@mekanes.co.za/thabiso@mekanes.co.za		
Postal address	13 Constantia Street Royldene Kimberely 8301		
Physical address	13 Constantia Royldene Kimberley 8301		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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<b>A 10.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> edition
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**B 2.0 Law, regulations and notices [2.0]**

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this agreement [3.2]	South African Rand
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**B 4.0 Documents [5.0]**

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD] ]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

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**B 6.0 Insurances [10.0]**

**Insurances by contractor**

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).  
**Insured amounts to include VAT.**

	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Select
	<b>Other insurances [10.1.5]</b>		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value	Select
	Other insurances: If applicable, description 1:	R PQS to determine value	Select
	Other insurances; If applicable, description 2:	R PQS to determine value	Select

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**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description:	
Restriction of working hours [12.1.2]	Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Applicable	If applicable, description of specialisation
Specialisation 1	As per the Bill of Quantities
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Applicable	If applicable, description of specialisation
Specialisation 1	As per the Bill of Quantities
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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**B 10.0 Appointment of Direct Contractors [16.0]**

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

**B 11.0 Works to be completed in sections [20.1]**

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

**B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]**

**B12.1 Contract Period**

<b>Contract period [B18: 1.2]:</b> Period in <b>months</b> as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	14
Period to achieve Works Completion Refer B18.0 [19.8]	3
Defect liability period up to and including Final Completion	12
<b>Total Contract Period [B18: 1.2]</b>	<b>30</b>
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 7 700

### B12.2 Construction Period for completion of the Works as a whole

<b>Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0]</b> The time for achieving Practical Completion of the whole of the Works is <b>measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.</b>	Applicable
The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	14
Period for inspection in <b>working days</b> by the principal agent [19.3]	5
<b>Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]</b>	7700
<b>Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]:</b> Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 2310
<b>Penalty amount per calendar day for late Final Completion [21]:</b> Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 1160

### B12.3 Construction Period for completion of the Works in portions

<b>Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]</b>	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in <b>working days</b> [19.3]						
The date for practical completion shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	N/A
Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	

**B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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**B 14.0 Defects liability period [21.0]**

Extended defects liability period: Refer B18.0 [21.13]

Select	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2] Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

**B 16.0 Dispute resolution [30.0]**

<b>Mediation</b>	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
<b>Litigation</b>	Court with Jurisdiction

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**B 17.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Applicable
Electricity [P8.2]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Not Applicable
Protection of the works - specific requirements [P11.1]		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Select
Disturbance - specific requirements [P11.5]		Select
Environmental disturbance - specific requirements [P11.6]		Select

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**B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION**

[Details of changes made to the provisions of JBCC standard documentation]

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



1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

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

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion.

**COST FLUCTUATION** shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

**DEFAULT INTEREST:** No clause.

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

**PRINCIPAL AGENT:** The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies.

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CONTRACT SPECIFIC DATA

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

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: 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.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".

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9.2	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.  When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.  The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.4	Add the following as clause 10.1.5.1.4: 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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. 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).  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 C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract 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 fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.  The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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1	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working 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).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working 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).
11.11.5	Add the following as clause 11.11.5 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.
11.11.6	Add the following as clause 11.11.6 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.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 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 fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is 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:
11.13.1	Add the following as clause 11.13.1 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).
11.13.2	Add the following as clause 11.13.2 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.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, 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 from both.
11.14.1	Add the following as clause 11.14.1 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:
11.14.2	Add the following as clause 11.14.2 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 fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.
11.16	Add the following as clause 11.16 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.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 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).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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12.2	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8  <b>WORKS COMPLETION</b> (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

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<p>19. Contin.</p>	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
<p>20.2.1.A</p>	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
<p>21.1</p>	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion).</p>
<p>21.6</p>	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
<p>21.6.1.</p>	<p>Omit clause.</p>

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21.	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].
24.2	Replace clause 24.2 with the following: Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

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25.	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>

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1.2 Co. Jedd	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	<p>Replace 26.10 with the following: The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b>, to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b>.</p>
26.12	Refer to clause 6.7 [CD].
27.1.2	<p>Replace 27.1.2 with the following: Interest due to late payment only.</p>
27.1.4	<p>Replace 27.1.4 with the following: Interest due to late payment only.</p>
27.1.5	No clause.
27.5	<p>Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

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	<p>Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.</p>
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	<p>Add the following as clause 29.1.4: The <b>contractor's</b> estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.</p>
29.1.5	<p>Add the following as clause 29.1.5: The <b>contractor</b> has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
29.1.6	<p>Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.</p>
29.7	<p>Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].</p>
29.9	<p>Replace clause 29.9 with the following: The <b>employer</b> has the right of recovery against the <b>contractor</b>, where applicable, [CD] from:  The guarantee for construction (variable) until the final payment has been made; <b>or</b> The guarantee for construction (fixed) until the date of practical completion; <b>or</b> The payment reduction until the final payment is made; <b>or</b> The cash deposit made as security until the final payment is made.</p>
29.14.1	No clause.
29.14.3	No clause.

**Tender / Quotation no:** KIM 15/2023

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

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29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

**Tender / Quotation no: KIM 15/2023**

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

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## B.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023, and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

**Tender / Quotation no:** KIM 15/2023

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

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## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

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).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

**Guarantee for construction:** Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	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)
Option E	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) (DPW-10.1 EC)

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

<b>Guarantee for payment by employer [11.5.1; 11.10]</b>	Not applicable
<b>Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]</b>	Not applicable

**Tender / Quotation no:** KIM 15/2023

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

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### C 2.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

#### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

### C 3.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

#### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

Tender / Quotation no: KIM 15/2023

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

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## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

*Insert name*  
Private Bag *insert no*  
*insert town*  
*insert postal code*

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: KIM15/2023, for the Repair to Fire Damage Building in De Aar Magistare Court (hereinafter referred to as the "**contract**") in the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the **contract sum**),

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, (.....) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

**Tender no: (Insert Tender Number)**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

**SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF**  
 \_\_\_\_\_ 20\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
**(insert the name and physical address of the guarantor)**

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
**(duly authorised thereto by resolution attached marked Annexure A)**

**DATE:** \_\_\_\_\_

- A. **No alterations and/or additions of the wording of this form will be accepted.**
- B. **The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. **This GUARANTEE must be returned to:** \_\_\_\_\_  
 \_\_\_\_\_

## DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

**The Regional Manager**  
Private Bag x 5002  
**KIMBERLEY**  
**8301**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **DE AAR - MAGISTATE COURT - REPAIRS TO FIRE DAMAGED BUILDING** (hereinafter referred to as the "**contract**" in the amount of R **insert amount, (insert amount in words)** (hereinafter referred as the **contract sum**),  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: *insert tender number*

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender no: *insert tender number*

By and on behalf of

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(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: \_\_\_\_\_

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## **PART C2: PRICING DATA**

## PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	DE AAR JUSTICE : MAGISTRATE COURT - REPAIRS TO FIRE DAMAGES				
Tender / Quotation no:	KIM15/2023	WCS no:	055677	Reference no:	19/2/4/2/2/2373/86

### C2.1 Pricing Assumptions

The Bill is re-measurable and the pricing assumptions are as per the BOQ:

1. Preliminaries
2. EPWP
3. Building works
4. Provisional Sums
5. Allowance for contract participation goals
6. Electrical works
7. Mechanical works

#### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs



**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages **MUST** be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

### **C2.1.2 VALUE ADDED TAX**

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

### **C2.1.3 CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C2.1.4 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

#### **C2.1.5 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

#### **C2.1.6 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

#### **C2.1.7 FIXED PRICE CONTRACT**

The Bills of Quantities document is not a fixed price contract, and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

#### **C2.1.8 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

#### **C2.1.9 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

#### **C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

### **C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

#### **C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL**

##### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is *APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is *NOT APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is *APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is *APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

**The Minimum Targeted Enterprise Development CPG is *APPLICABLE* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

### **C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG *APPLICABLE* to this project.**

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all-inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: Notional Cost of Training; Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a re-measurable item.

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount	R65 700 000
Contract duration	12 Months
CSDG factor	0,50%
Minimum CSDG target	0,50% x R65 700 000 = R328 500 (Minimum requirement)

**Table 4: Notional cost recalculation upon appointment of beneficiaries**

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

**C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

The National Youth Service Training and Development Programme is **APPLICABLE** to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

**C2.1.11.8 LABOUR-INTENSIVE WORKS**

Labour Intensive Works is **APPLICABLE** to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

**C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.



Item

Quantity

Rate

Amount

**SECTION 1**

**BILL NO. 1**

**PRELIMINARIES**

**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"

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building contract in conjunction with the **Contract Data** issued with the tender

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

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

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

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

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

**TENDERER'S SELECTIONS**

Before submission of his tender the **contractor** is to

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Item	Quantity	Rate	Amount
<p>complete the tenderer's selections in the <b>contract data for organs of state and other public sector bodies</b></p>			
<p><b>STRUCTURE OF THIS PRELIMINARIES BILL</b></p>			
<p>Section A : A recital of the headings of the individual clauses in the aforementioned <b>JBCC Principal Building Agreement</b></p>			
<p>Section B : A recital of the headings of the individual clauses in the aforementioned <b>JBCC General Preliminari</b></p>			
<p>Section C : Any special clauses to meet the particular circumstances of the project</p>			
<p><b>PRICING OF PRELIMINARIES</b></p>			
<p>Should the <b>contractor</b> select Option A in the <b>contract data for organs of state and other public sector bodies</b> for the adjustment of <b>preliminaries</b>, the amounts entered against the relevant items in these <b>preliminaries</b> are to be divided value related (V) and time related (T)</p>			
<p><b>PRICING OF BILLS OF QUANTITIES</b></p>			
<p>The <b>contractor</b> is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this <b>agreement</b>.</p>			
<p>Items left unpriced will be deemed to be covered in prices against other items throughout these <b>bills of quantities</b> and no claim for any extras arising out of the <b>contractor's</b> omission to price any item will be entertained</p>			
<p>Prices for all <b>construction equipment</b>, temporary works, services and other items shall include removal and making good as necessary</p>			
<p><b>VALUE ADDED TAX</b></p>			
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<p>Section 1 Bill 1 Preliminaries DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item

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Division is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

INTERPRETATION

**DEFINITIONS AND INTERPRETATION**

**A1. DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.0

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be**

**ADVERSE WEATHER CONDITIONS:** Adverse weather inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

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

**CONSTRUCTION PERIOD:** The period commencing on date of possession of the site by the contractor and ending on the date of practical completion

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion

**COST FLUCTUATION** shall mean contract price adjustment of labour, plant, material and goods as stated in the

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schedule

**DEFAULT INTEREST: No Clause**

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

**PRINCIPAL AGENT:** The person or entity appointed by employer and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

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Section 1

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Preliminaries

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
1	Item		
<p><b>TARGETED SUBCONTRACTORS:</b> Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.</p>			
<p>Fixed:..... Value Related:..... Time Related:.....</p>			
<b>A2. LAW, REGULATIONS AND NOTICES</b>			
<p><u>Clause</u> <u>2.0</u></p>			
2	Item		
<p>F:..... V:..... T:.....</p>			
<b>A3. OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS</b>			
<p>Replace Clause 3.3 with the following: <u>This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]</u></p>			
3	Item		
<p>Fixed:..... Value Related:..... Time Related:.....</p>			
<b>A4. CESSION AND ASSIGNMENT</b>			
Clause 4.0			
<p>Ref Clause 6.7 [CD] - Clause 4.2</p>			
Carried to Collection			R
<p>Section 1 Bill 1 Preliminaries DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item	Quantity	Rate	Amount
<p>Replace Clause 4.3 with the following:  <u>Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained</u></p>			
<p>4 Fixed:.....  Value Related:.....  Time Related:.....</p>	Item		
<p><b>A5. DOCUMENTS</b></p>			
<p><b>Replace last sentence of Clause 5.2 with the following:</b></p>			
<p>The original signed <b>agreement</b> shall be held by <b>Employer</b></p>			
<p>Replace Clause 5.4 with the following:  <u>The Bills of Quantities shall not be used as a speci or methods unless so instructed by the Principal use the Bills of Quantities for purpose of ordering quantities must be determined on site before orde discrepancy</u></p>			
<p>Replace Clause 5.5 with the following:  <u>The parties may publish or disclose on any platfor contract amount</u></p>			
<p>5 Fixed:.....  Value Related:.....  Time Related:.....</p>	Item		
<p><b>A6. EMPLOYER'S AGENTS</b></p>			
<p>Clause 6.0</p>			
<p>Carried to Collection</p>			R
<p>Section 1  Bill 1  Preliminaries  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item	Quantity	Rate	Amount
<p><b>Replace Clause 6.5 with the following:</b>            Where the principal agent and/or an agent fails ceases to be the principal agent or an agent in employer shall appoint another principal agent and</p> <p><u>Add the following as Clause 6.7:</u>  <u>In terms of the clauses listed hereunder, the empl and has not given a mandate to the principal ager provisions in the contract. The employer shall sign clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1 26.1, 26.7, 26.12</u></p>			
<p>6 Fixed:.....            Value Related:.....            Time Related:.....</p>	Item		
<p><b>A7. DESIGN RESPONSIBILITY</b></p>			
<p>Clause 7.0</p>			
<p><u>Replace first sentence of Clause 7.2 with the following:</u></p>			
<p><u>Any design responsibility undertaken by a subcont contractor except for items that require specific cc compatibility design and or shop drawings and or</u></p>			
<p>7 Fixed:.....            Value Related:.....            Time Related:.....</p>	Item		
<p><b>INSURANCES AND SECURITIES</b></p>			
<p><b>A8. WORKS RISK</b></p>			
<p>Clause 8.0</p>			
<p>Carried to Collection</p>			R
<p>Section 1            Bill 1            Preliminaries            DE AAR MAGISTRATE COURT            REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item	Quantity	Rate	Amount
8	Item		
<p><u>Place Clause 8.4 with the following:</u>  <u>The contractor shall bear the full risk of damage</u>  <u>works by whatever cause during construction of th</u>  <u>indemnifies and holds harmless the employer agai</u>  <u>contractor shall take such precautions and security</u>  <u>the protection and security of the works as the co</u></p>			
<p>Fixed:.....  Value Related:.....  Time Related:.....</p>			
<p><b>A9. INDEMNITIES</b></p>			
<p>Clause 9</p>			
<p><b>Add the following to the end of the first sent</b>  <b>Clause 9.2.7:</b>  "... due to no fault of the <b>contractor</b></p>			
<p>9.2.9 No  Clause</p>			
<p>9.2.10 No  Clause</p>			
<p><b>Add the following as</b>  <b>clause 9.3:</b></p>			
<p>The employer's rights to claim damages for the co  actions will not be affected.</p>			
9	Item		
<p>Fixed.....  Value Related.....  Time Related.....</p>			
<p><b>A10. WORKS INSURANCES</b></p>			
<p>Clause 10</p>			
<p>Carried to Collection</p>			R
<p>Section 1  Bill 1  Preliminaries  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			



Item

Quantity

Rate

Amount

**Replace Clause 10.1 with the following:**

The party responsible shall effect and keep the res force, in favour of the employer as beneficiary , fr the site until the issue of the certificate of practica extension to cover the contractors obligations afte completion [8.2.2]

**Add the following as Clause 10.1.5.1:**

**Hi Risk Insurance**

In the event of the project being executed in a ge "High Risk Area", that is an area which is subject conditions that might result in catastrophic ground sinkhole or doline formation the following will appl

**Add the following as Clause 10.1.5.1.1 Damage**

The contractor shall, from the date of possession **certificate of practical completion**, bear the full indemnifies and holds harmless the **employer** ag destruction of the **works** consequent upon a catas mentioned above. The **contractor** shall take such measures and other steps for the protection of the necessary

When so instructed to do so by the **principal age** proceed immediately to remove and/or dispose of damage to or destruction of the **works** and to reb repair the **works**, at the **contractor's** own costs

**10.1.5.1.2 Injury to persons or loss of or dan**

The **contractor** shall be liable for and hereby inde the **employer** against any liability, loss, claim or during the period of the contract whether arising consequent upon personal injuries to or the death resulting from, arising out of or caused by a catas mentioned above

The **contractor** shall be liable for and hereby inde any and all liability, loss, claim or proceeding cons to any moveable, or immovable property, or persc contiguous to the **site**, whether belonging to or ur **employer** or any other body or person whomsoev a catastrophic ground movement, as mentioned al the period of the contract

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**10.1.5.1.3 Replace Clause with the following**  
 It is the responsibility of the **contractor** to ensure insurance to cover his risk and liability as mention 10.1.5.1.2. Without limiting the **contractor's** obli contract, the **contractor** shall, within twenty-one **date of letter of acceptance**, but before comme to the **employer** proof of such insurance policy.

**10.1.5.1.4 Replace Clause with the following:**  
 The **employer** shall be entitled to recover any amt of whatever nature suffered or incurred consequer default of his obligations as set out in 10.1.5.1.1; Such losses or damages may be recovered from deducting the same from any amounts still due ur any other contract presently or hereafter existing the **contractor** and for this purpose all these cont indivisible whole

**10.2 Replace Clause with the following:**  
 Where practical completion in sections is required is for alterations and additions, the contractor sha contract works insurance [10.1.1], supplementary liability insurance [10.1.3] and where applicable, insurance [10.1.4] and other insurances [10.1.5) beneficiary

10.6 No Clause

**Add the following as Clause 10.11**  
 In the event that an insurer dispute the amount employer, the contractor shall be liable to the emp; between the claim (as determined by the employe project) made by the employer and the amount tr

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**A1 SECURITIES**

**Add the following as to the relevant related  
Add the following to Clause 11.1:**

In respect of contracts with a contract sum up to provided by the contractor to the employer will be per cent (5%) of the value certified in the paymer In respect of contracts with a contract sum above shall have the right to select the security to be pr Securities, as stated in the schedule. Such security employer within fifteen (15) working days from co the contractor fail to select the security to be prov fail to provide the employer with the selected secu working days from commencement date, the secu C shall be deemed to have been selected.  
The payment reduction of the value certified in a mutatis mutandis in terms of 25.12.1 - 25.12.5

- 11.1.1 No Clause
- 11.1.2 No Clause
- 11.2.2 No Clause
- 11.3 No Clause

**Replace Clause 11.4.1 with the following:**

Hand over the site to the contractor and withhold cent (10%) of each interim payment certificate un achieved. The value certified shall be subject to th 25.12.6 to 25.12.10.

- 11.5 No Clause
- 11.6 No Clause
- 11.7 No Clause
- 11.8 No Clause
- 11.9 No Clause
- 11.10 No Clause

**Add the following as Clause 11.11:**

Where the security as a cash deposit of ten per ce (excluding VAT) has been selected:

**Add the following as Clause 11.11.1:**

The contractor shall furnish the employer with a ten percent (10%) of the contract sum (excluding

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working days from commencement date. Failure to submit cash deposit within fifteen (15) working days Clause 11.11.1.1 shall be deemed to be a breach of the contract. Clause 11.11.1.2 shall apply mutandis.

**Add the following as Clause 11.11.2:**

The employer shall be entitled to recover expense of the cash deposit in terms of Clause 27.0 provided that the Contractor in which event the employer's entitlement to recover over his obligations to refund the cash deposit shall be subject to the contractor.

**Add the following as Clause 11.11.3:**

Within fifteen (15) working days of the date of payment of the cash deposit the employer shall reduce the cash deposit to an amount of three per cent (3%) of the contract value (excluding VAT) and the contractor shall be entitled to recover the balance of the cash deposit.

**Add the following as Clause 11.11.4:**

Within fifteen (15) working days of the date of final payment the employer shall reduce the cash deposit to an amount of one per cent (1%) of the contract value (excluding VAT) and the contractor shall be entitled to recover the balance of the cash deposit.

**Add the following as Clause 11.11.5:**

On the date of payment of the amount in the final invoice the employer shall refund the remainder of the cash deposit to the contractor.

**Add the following as Clause 11.11.6:**

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.

**Add the following as Clause 11.12:**

Where security as a variable construction guarantee is provided the contract sum (excluding VAT) has been selected as the amount of the guarantee.

**Add the following as Clause 11.12.1:**

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 fifteen (15) working days of the date of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.12.1 shall apply mutandis.

**Add the following as Clause 11.12.2:**

The variable construction guarantee shall reduce the amount of the Variable Construction Guarantee form included in the contract.

**Add the following as Clause 11.12.3:**

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

**Add the following as Clause 11.12.4:**

Where the employer has a right of recovery against the contractor in terms of Clause 27.0, the employer shall issue a written demand for the variable construction guarantee.

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Item	Quantity	Rate	Amount
<p><b>Add the following as Clause 11.13:</b>  Where security as a fixed construction guarantee contract sum (excluding VAT) and a five per cent the value certified in the payment certificate (excl</p> <p><b>Add the following as Clause 11.13.1:</b>  The contractor shall furnish a fixed construction gu equal in value to five per cent (5%) of the contrac</p> <p><b>Add the following as Clause 11.13.2:</b>  The fixed construction guarantee shall come into shall expire on the date of the last certificate of pr</p> <p><b>Add the following as Clause 11.13.3:</b>  The employer shall return the fixed construction within fourteen (14) calendar days of it expiring.</p> <p><b>Add the following as Clause 11.13.4:</b>  The payment reduction of the value certified in a mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.13.5:</b>  Where the employer has a right of recovery again: 27.0, the employer shall be entitled to issue a writ fixed construction guarantee or may recover from from both.</p> <p><b>Add the following as Clause 11.14.1:</b>  Where security as a cash deposit of five per cent (excluding VAT) and a payment reduction of five certified in the payment certificate (excluding VAT</p> <p><b>Add the following as Clause 11.14.2:</b>  The contractor shall furnish the employer with a five per cent (5%) of the contract sum (excluding working days from commencement date. Failure fifteen (15) working days Clause 11.4 will apply m</p> <p><b>Add the following as Clause 11.14.3:</b>  Within fifteen (15) working days of the date of pra the employer shall refund the cash deposit in total</p> <p><b>Add the following as Clause 11.14.4:</b>  The payment reduction of the value certified in a mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.14.5:</b>  Where the employer has a right of recovery again: 27, the employer may recover from the payment from both.</p>			
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	<p><b>Add the following as Clause 11.15:</b>  where security as a payment reduction of ten per the payment certificate (excluding VAT) has been</p> <p><b>Add the following as Clause 11.15.1:</b>  The payment reduction of the value certified in a mutandis in terms of 25.12.6 to 25.12.10.</p> <p><b>Add the following as Clause 11.15.2:</b>  The employer shall be entitled to recover expense terms of 27.0 provided that the employer notifies employer's entitlement shall take precedence over deposit security or portions thereof to the contract</p> <p><b>Add the following as Clause 11.16:</b>  Payments made by the guarantor to the employer construction guarantee shall not prejudice the right terms of this agreement.</p> <p><b>Add the following as Clause 11.17:</b>  Should the contractor fail to furnish the security sole discretion, and without notification to the contractor's selected form of security to that of a of the value certified in the payment certificate (e:</p>			
11	Fixed..... Value Related..... Time Related.....			
	<p><b>EXECUTION</b></p>			
	<p><b>OBLIGATIONS OF THE PARTIES</b></p>			
	<p>Clause 12</p>			
	<p>12.1.1 No Clause</p>			
	<p style="text-align: right;">Carried to Collection</p>		<p>R</p>	
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**Replace Clause 12.1.5 with the following:**  
 Give possession of the site to the contractor within approval of the Health and Safety Plan or the issue of the Department of Labour, if applicable, after the terms of 12.2.22

12.1.6 No  
 Clause  
 12.1.8 No  
 Clause

**Replace Clause 12.2.2 with the following:**  
 The priced Bills must be submitted to the Employer calendar days from date of request. Where the prices or discrepancies and/or prices considered by the Employer to be imbalanced or unreasonable the employer or contractor shall adjust such prices without any charge.

**Replace Clause 12.2.5 with the following :**  
 Effect and keep in force insurances in favour of the Employer where the contractor is responsible for providing such insurances.

**Replace Clause 12.2.13 with the following:**  
 Designate a competent person full time on site to control the works on site and to receive and implement instructions on behalf of the contractor

**Add the following as Clause 12.2.22:**

Within fourteen (14) working days of the date of request to the principal agent an acceptable health and safety plan in accordance with the Occupational Health and Safety Act, 1993 (Act 181 of 1993)

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	<p><b>Add the following as Clause 12.2.23:</b>  The contractor shall within reasonable time inform inspection of the works before covering / closing  <b>Offices</b>  The <b>contractor</b> shall provide, maintain and remove an office for the exclusive use of the <b>principal agent</b> high internally, suitably insulated and ventilated, and fitted with boarded floor, desk, chair, drawing lock-up drawers for drawings. The office shall be times [12.2.18]</p>			
12	Fixed..... Value Related..... Time Related.....  <u>Main notice board</u>  The <b>contractor</b> shall provide, erect where direct completion of the <b>works</b> a notice board size 3 x constructed of suitable boarding with flat smooth 19mm thick round outer edges and projecting 12mm rounded on front edge. The board shall be secure hoarding is provided, or fixed to and including a timber or tubular posts and braces. The board is the bead and 12mm wide dividing lines dark green inscribed in dark green as per the coat of arms for inscribed in dark green painted sans serif lettering	Item		
13	Fixed..... Value Related..... Time Related.....  <b>A13. SETTING OUT</b>	Item		
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Item		Quantity	Rate	Amount	
14	<p><b>Clause 13</b></p> <p>Fixed.....  Value Related.....  Time Related.....</p>	Item			
<b>A14. NOMINATED SUBCONTRACTORS</b>					
15	<p><b>Clause 14</b></p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4  14.1.5 No Clause  Replace "principal agent " with "employer" [6.7 [C  Clause 14.4.1  Ref Clause 6.7 [CD] - Clause 14.6</p> <p>Fixed.....  Value Related.....  Time Related.....</p>		Item		
<b>A15.SELECTED SUBCONTRACTORS</b>					
16	<p>Clause 15</p> <p><b>Replace Clause 15.1.2 with the following:</b>  The principal agent shall call for tenders from a list  the contractor and the employer  Replace "principal agent " with "employer" [6.7 [C</p> <p>Fixed.....  Value Related.....  Time Related.....</p>	Item			
Carried to Collection				R	
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Item		Quantity	Rate	Amount
	<b>A16. DIRECT CONTRACTORS</b>			
	Clause 16			
17	Fixed..... Value Related..... Time Related.....	Item		
	<b>A17. CONTRACT INSTRUCTIONS</b>			
	Clause 17			
	<b>Replace Clause 17.4 with the following:</b> The contractor shall comply with and duly execute except any contract instruction for additional work practical completion other than making good phys to the works in terms of 8.0 and 21 <b>Add the following clause as Clause 17.6:</b> Minutes of meetings shall not constitute a site inst written contract instruction issued by the principal contract / agreement			
18	Fixed..... Value Related..... Time Related.....	Item		
	<b>COMPLETION</b>			
	<b>A18. INTERIM COMPLETION</b>			
	Clause 18			
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Item		Quantity	Rate	Amount
19	Fixed..... Value Related..... Time Related.....			
		Item		
	<b>A19. PRACTICAL COMPLETION</b>			
	Clause 19			
	<b>Replace Clause 19.5 with the following:</b>			
	On issue of the only or last certificate of practical be entitled to possession of the works and the site practical completion for a section, the employer sh such section			
	<b>Add the following as Clause 19.8:</b>			
	<b>WORKS COMPLETION</b>			
	(1) Within seven (7) calendar days of the date of principal agent shall issue to the contractor a work outstanding work and defects apparent at the date completed or rectified to achieve works completion			
	(2) Where, in the opinion of the contractor, the wo completed the contractor shall notify the principal seven (7) calendar days of receipt of such a notice principal agent, the Works Completion list:			
	(2)(a) Has been satisfactorily completed, the princ a			
	certificate of Works Completion to the contractor the employer			
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(2)(b) Has not been satisfactorily completed, the contractor shall identify the works completion list items that are contractor thereof. The contractor shall repeat the (3) Should the principal agent not issue a works completion list (1) or 19.8 (2)(b), within seven (7) calendar days period, the contractor shall notify the employer an principal agent not issue such Works Completion days of receipt of such notice, the employer may issue to the contractor a Works Completion list. If (3)(a) Not issue such works completion list within the certificate of Works Completion shall be deemed date of expiry of the initial notice period and work to have been achieved on such date

(3b) Issue a works completion list and the work on the list have been completed or where further defects have been identified on the list the contractor shall forthwith identify such items on the list and notify the contractor. The contractor shall complete the works completion list of 19.8(2)(b) until such items have been completed by the contractor

(4) Should the works completion list not be completed by the contractor within a period of twenty one (21) working days of issue of the certificate of Works Completion list the contractor shall be liable for the costs described in B12.0

(5) The defects liability period in terms of 21.1 shall be deemed to be the period of the certificate of Works Completion [19.8(3)].

20

Fixed.....  
 Value Related.....  
 Time Related.....

Item

**A20. COMPLETION IN SECTIONS**

Clause 20

**Add the following as Clause**

**20.2.1.A**

A certificate of Works  
 Completion [19.8]

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21	Item		
<p>Clause 20.1.3 is amended by replacing it with the following:</p>			
<p>No clause</p>			
<p>Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p>			
<p>Fixed..... Value Related..... Time Related.....</p>			
<p><b>A21.DEFECTS LIABILITY</b></p>			
<p>Clause 21</p>			
<p>Clause 21.0 <b>Replace Clause 21.1 with the following:</b> The defects liability period for the works shall com following the date of works completion and end at calendar days from the date of works completion for completion has been satisfactorily attended to (if we use works completion)</p>			
<p><b>Replace Clause 21.6 with the following:</b> On the expiry of the ninety (90) calendar days def items not indicated as items with an extended liab on receipt of the contractor's notice to the principa And/or</p>			
<p>On the expiry of the defects liability period as indi indicated in B14 and on receipt of the contractor's the principal agent shall:</p>			
<p><b>Add the following as Clause 21.14:</b> Penalties will be applied if the items on the comp attended to within a period of ninety (90) calend: defect items have being added to the list during Agent and Contractor will agree on a revised corr achieving the revised date will result in penalties</p>			
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Item		Quantity	Rate	Amount
22	Fixed..... Value Related..... Time Related.....	Item		
<b>A22. LATENTS DEFECT LIABILITY PERIOD</b>				
Clause 22				
22.3.2 No Clause				
23	Fixed..... Value Related..... Time Related.....	Item		
<b>A23. REVISION OF THE DATE FOR PRACTICAL COMPLETION</b>				
Clause 23				
Ref Clause 6.7 [CD] - Clause 23.1				
Ref Clause 6.7 [CD] - Clause 23.2				
23.2.13 No Clause				
<b>Replace Clause 23.3 with the following:</b>				
Further circumstances that delays practical completion beyond the contractor's reasonable control that could not be anticipated and provided for which the contractor has no control over the date for practical completion, with or without value as determined by the Employer [6.7 CD]				
Ref Clause 6.7 [CD] - Clause 23.7				
Ref Clause 6.7 [CD] - Clause 23.8				
24	Fixed..... Value Related..... Time Related.....	Item		
COMPLETION				
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Item	Quantity	Rate	Amount
<b>A24. PENALTY FOR LATE OR NON-COMPLETION</b>			
Clause 24			
25 <b>Replace Clause 24.1 with the following:</b> Where the contractor fails to bring the works, or works-, or final- completion by the applicable com revised applicable completion date, the contractor for the penalty [CD]			
<b>Replace Clause 24.2 with the following:</b> Where the employer elects to levy such penalty th agent on instruction from the employer, shall give contractor. The principal agent shall determine the the date for practical- works-, or final- completion practical- works-, or final- completion, up to and <b>Replace Clause 24.2.1 with the following:</b> The actual or deemed date of practical- works-, or works, or a section thereof [23.7.1]	m		
26 Fixed..... Value Related..... Time Related.....			
<b>A25. PAYMENT</b>			
Clause 25			
<b>Replace Clause 25.2 with the following:</b> The principal agent shall issue at regular agreed certificates, to the contractor with a copy to the er practical completion. Interim Payment certificates contractor between practical completion and the payment certificate may be for a nil or negative ar <b>Add the following to Clause 25.3:</b> 25.3.12 Monthly Local content report, 25.3.13 EPWP / NYS payment register, labour rep of EPWP/ NYS beneficiaries, Contract between Cor beneficiaries, attendance register. (if applicable) 25.3.14 Tax Invoice 25.3.15 Labour intensive report 25.3.16 Contract participation goal reports 25.5 No Clause			
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**Replace Clause 25.6 with the following:**

Materials and goods will only be certified and paid full payment to the supplier and proof of transfer to the contractor by the contractor. Once paid, materials shall be the property of the employer and shall not be removed without the written authority of the Employer.

25.7.5 No clause.

**Replace Clause 25.10 with the following:**

The employer shall pay the contractor the amount shown on the payment certificate, correct in all material respects, within 14 days from the date of receiving the payment certificate and substantiating documentation for items certified in the certificate.

**Replace Clauses 25.12 to 25.12.3 with the following:**

The value certified shall be subject to the following adjustments: **(Clauses 25.12.1 to 25.12.5 shall be applicable to contracts with a value of less than R1 million. In the event of a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) Clauses 25.12.6 to 25.12.10 shall be applicable)**

25.12.1 Where a security is selected in terms of the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value shall be certified up to the date of practical completion

25.12.3 Ninety-seven per cent (97%) of such value shall be certified on certificates issued on the date of practical completion and up to the date of final completion

25.12.4 Ninety-nine per cent (99%) of such value shall be certified on certificates issued on the date of final completion and up to the date of practical completion in terms of 26

25.12.5 One hundred per cent (100%) of such value shall be certified on certificates issued in terms of 26 except where the amount of the certificate is less than the amount payable by the employer. In such an event the payment reduction level applicable to the final payment shall be the amount of the certificate.

**(Clauses 25.12.6 to 25.12.10 shall be applicable to contracts with a value of more than R1 million for Option C (C 1.0 Securities [11.0]) Clauses 25.12.6 to 25.12.10 shall be applicable)**

25.12.6 Where security is a payment reduction of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value shall be certified up to the date of practical completion

25.12.8 Ninety-seven per cent (97%) of such value shall be certified on certificates issued on the date of practical completion and up to the date of final completion

25.12.9 Ninety-nine per cent (99%) of such value shall be certified on certificates issued on the date of final completion and up to the date of practical completion in terms of 26

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Item	Quantity	Rate	Amount
certificate in terms of 26 25.12.10 One hundred per cent (100%) of such certificate in terms of 26 except were the amount employer. In such an event the payment reductio adjustment level applicable to the final payment			
27 Fixed..... Value Related..... Time Related.....	Item		
<b>A26. ADJUSTMENT OF CONTRACT VALUE            AND THE FINAL ACCOUNT</b>			
Clause 26  Ref Clause 6.7 [CD] – Clause 26.1 Omit Clause 26.4.3 Ref Clause 6.7 [CD] – Clause 26.7 <b>Replace Clause 26.10 with the following:</b> The principal agent shall prepare the final account employer and issue the final account, to the contr days of the date of practical completion Ref Clause 6.7 [CD] – Clause 26.12			
28 Fixed..... Value Related..... Time Related.....	Item		
<b>A27. RECOVERY OF EXPENSE AND LOSS</b>			
Clause 27			
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Item		Quantity	Rate	Amount
	<p><b>Replace Clause 27.1.2 with the following:</b> Interest due to late payment only</p> <p><b>Replace Clause 27.1.4 with the following:</b> Interest due to late payment only</p> <p>27.1.5 No Clause</p> <p><b>Replace Clause 27.5 with the following:</b> Where the employer decides to recover an amount construction guarantee, cash deposit or retention employer shall issue a written demand to the contractor amount. Should such amount not be paid to the contractor within the number of calendar days of the date-of notice by the employer, such an amount from the security</p> <p><b>Add the following as Clause 27.6:</b> Where a provisional sequestration or provisional liquidation, bankruptcy, receivership, winding-up or where an order has been granted which affects the contractor or this agreement is cancelled in whole or in part the contractor shall issue a demand to the guarantor in terms of the advance payment guarantee held as security</p>			
29	Fixed..... Value Related..... Time Related.....			
	<p><b>SUSPENSION AND TERMINATION</b></p>	Item		
	<p style="text-align: right;">Carried to Collection</p> <p>Section 1            Bill 1            Preliminaries            DE AAR MAGISTRATE COURT            REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>		R	



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**Add the following as Clause 29.1.4:**

The contractor's estate has been sequestered, liquidator's terms of the insolvency laws in force within the Republic of South Africa.

**Add the following as Clause 29.1.5:**

The contractor has engaged in corrupt or fraudulent conduct in executing the contract.

**Add the following as Clause 29.1.6:**

Honour his obligations in terms of Clauses 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.1.10, 10.1.11, 10.1.12, 10.1.13, 10.1.14, 10.1.15, 10.1.16, 10.1.17, 10.1.18, 10.1.19, 10.1.20, 10.1.21, 10.1.22, 10.1.23, 10.1.24, 10.1.25, 10.1.26, 10.1.27, 10.1.28, 10.1.29, 10.1.30, 10.1.31, 10.1.32, 10.1.33, 10.1.34, 10.1.35, 10.1.36, 10.1.37, 10.1.38, 10.1.39, 10.1.40, 10.1.41, 10.1.42, 10.1.43, 10.1.44, 10.1.45, 10.1.46, 10.1.47, 10.1.48, 10.1.49, 10.1.50, 10.1.51, 10.1.52, 10.1.53, 10.1.54, 10.1.55, 10.1.56, 10.1.57, 10.1.58, 10.1.59, 10.1.60, 10.1.61, 10.1.62, 10.1.63, 10.1.64, 10.1.65, 10.1.66, 10.1.67, 10.1.68, 10.1.69, 10.1.70, 10.1.71, 10.1.72, 10.1.73, 10.1.74, 10.1.75, 10.1.76, 10.1.77, 10.1.78, 10.1.79, 10.1.80, 10.1.81, 10.1.82, 10.1.83, 10.1.84, 10.1.85, 10.1.86, 10.1.87, 10.1.88, 10.1.89, 10.1.90, 10.1.91, 10.1.92, 10.1.93, 10.1.94, 10.1.95, 10.1.96, 10.1.97, 10.1.98, 10.1.99, 10.1.100.

**Replace Clause 29.7 with the following:**

The employer, on notice to the contractor, may require the contractor to provide security for the performance of the contract from the date of termination including, but not limited to, costs incurred in the completion, consultant cost, accommodation, invitation of completion tenders, safeguarding the site, of the remaining work [25.3].

**Replace Clause 29.9 with the following:**

The employer has the right of recovery against the contractor [CD] from:

The guarantee for construction (variable) until the completion of the work;

or

The guarantee for construction (fixed) until the date of completion of the work;

or

The payment reduction until the final payment is made;

or

The cash deposit made as security until the final payment is made.

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No

clause

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Section 1

Bill 1

Preliminaries

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
31	Item		
<p>ed.....  Value Related.....  Time Related.....</p>			
DISPUTE			
<b>A30. SETTLEMENT OF DISAGREEMENTS AND DISPUTES</b>			
Clause 30			
32			
<p><b>Replace Clause 30.2 with the following:</b>  Where such disagreement is not resolved within of such notice it shall be deemed to be a dispute Mediation as a first method of dispute resolution resort to Litigation  <b>30.3 to 30.7.7 No Clauses</b>  <b>Replace Clause 30.8 with the following:</b>  The parties may, by agreement and at any time to mediation, in which event:  <b>30.8.1 No Clause</b>  <b>Replace Clause 30.8.2 with the following:</b>  The appointment of a mediator, the procedure, an shall be agreed between the parties  <b>Replace Clause 30.8.3 with the following:</b>  Regardless of the outcome of a mediation the part concerning the Mediation and equally share the co related expenses  <b>Replace Clause 30.9 with the following:</b>  Institution of Litigation shall be commenced and year from the date of existence of the dispute, fail lapse  30.10 No Clause  30.12 No Clause</p>			
33	Item		
<p>Fixed.....  Value Related.....  Time Related.....</p>			
<b><u>SECTION B: JBCC PRELIMINARIES</u></b>			
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Item	Quantity	Rate	Amount
40 B.2 Previous Work-defects Fixed: _____ Value related: _____ Time related: _____	Item		
41 B3.3 Inspection of adjoining properties Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B.40 THE SITE</b>			
42 B4.1 Hand over site in stages Fixed: _____ Value related: _____ Time related: _____	Item		
43 B4.2 Enclosure of the work Fixed: _____ Value related: _____ Time related: _____	Item		
44 B4.3 Geotechnical investigation Fixed: _____ Value related: _____ Time related: _____	Item		
45 B4.4 Encroachments Fixed: _____ Value related: _____ Time related: _____	Item		
46 B4.5 Existing premises occupied Fixed: _____ Value related: _____ Time related: _____	Item		
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Item	Quantity	Rate	Amount
47 .6 Services - known Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B5.0 MANAGEMENT OF CONTRACT</b>			
48 B5.1 Management of the works Fixed: _____ Value related: _____ Time related: _____	Item		
49 B5.2 Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item		
50 B5.3 Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>			
51 B6.1 Samples of materials Fixed: _____ Value related: _____ Time related: _____	Item		
52 B6.2 Workmanship samples Fixed: _____ Value related: _____ Time related: _____	Item		
53 B6.3 Shop drawings Fixed: _____ Value related: _____ Time related: _____	Item		
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Item	Quantity	Rate	Amount
54 4 Compliance with manufacturers' instructions Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B7.0 DEPOSITS AND FEES</b>			
55 B7.1 Deposits and fees Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B8.0 TEMPORARY SERVICES</b>			
56 B8.1 Water Fixed: _____ Value related: _____ Time related: _____	Item		
57 B8.2 Electricity Fixed: _____ Value related: _____ Time related: _____	Item		
58 B8.3 Ablution facilities Fixed: _____ Value related: _____ Time related: _____	Item		
59 B8.4 communication facilities Fixed: _____ Value related: _____ Time related: _____	Item		
<b>B9.0 PRIME COST AMOUNTS</b>			
60 B9.1 Responsibility for prime cost amounts Fixed: _____ Value related: _____ Time related: _____	m		
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Item	Quantity	Rate	Amount
<b>0.0 ATTENDANCE ON N/S SUBCONTRACTORS</b>			
61 B10.1 GENERAL ATTENDANCE The <b>contractor</b> shall at his own expense provide attendance on the <b>subcontractors</b> : Access to the <b>site</b> and places where the subcontractor including the reasonable use of any temporary per <b>contractor</b> The provision of water and lighting and single phase within 50 metres of the place where the subcontractor but excluding water, fuel and power for commissioning The provision of an area for the <b>subcontractor</b> to accommodate and workshops and for the storage The use of erected scaffolding belonging to the <b>contractor</b> or others having the like right, while it remains erect The use, at reasonable times by arrangement of hoisting equipment	m		
62 Fixed: _____ Value related: _____ Time related: _____			
63 B10.2 Special attendance Fixed: _____ Value related: _____ Time related: _____			
<b>B11.0 GENERAL</b>			
64 B11.1 Protection of the works Fixed: _____ Value related: _____ Time related: _____			
65 B11.2 Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____			
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Item	Quantity	Rate	Amount
66 B11.3 Security of the works Fixed: _____ Value related: _____ Time related: _____	Item		
67 B11.4 Notice before covering work Fixed: _____ Value related: _____ Time related: _____	Item		
68 B11.5 Disturbance Fixed: _____ Value related: _____ Time related: _____	Item		
69 B11.6 Environmental disturbance Fixed: _____ Value related: _____ Time related: _____	Item		
70 B11.7 Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____	Item		
71 B11.8 Vermin Fixed: _____ Value related: _____ Time related: _____	Item		
72 B11.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item		
73 B11.10 Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item		
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Item		Quantity	Rate	Amount
74	<p><b>11.11</b> <b>Adverti sing</b></p>	Item		
<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>				
Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item				
75	<p>C1.0 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* 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 Fixed: _____ Value related: _____ Time related: _____</p>	Item		
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Item	Quantity	Rate	Amount
<p>76 <b>GENERAL PREAMBLES</b>  The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>77 <b>C3.0 TRADE NAMES</b>  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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>78 <b>C4.0 IMPORTED MATERIALS AND EQUIPMENT</b>  Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
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Item	Quantity	Rate	Amount
<p>79 <b>C6.0 VIEWING THE SITE IN SECURITY AREAS</b>  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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>80 <b>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</b>  As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>81 <b>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</b>  As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>Carried to Collection</p> <p>Section 1  Bill 1  Preliminaries  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>		R	

Item	Quantity	Rate	Amount
<p>82 ( ) SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____</p> <p>Value related: _____</p> <p>Time related: _____</p>	Item		
<p>83 C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____</p> <p>Value related: _____</p> <p>Time related: _____</p>	Item		
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Item		Quantity	Rate	Amount
84	<p><b>10.0 HIV/AIDS AWARENESS</b>  It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / 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 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</p>			
85	<p><b>C10.1 AWARENESS CHAMPION</b>  Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
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Item	Quantity	Rate	Amount
<p>86 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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>87 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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>88 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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
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Item	Quantity	Rate	Amount
<p>89 <b>A5 MONITORING</b>  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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
<p>90 <b>C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT</b>  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 the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 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  Fixed: _____  Value related: _____  Time related: _____</p>	Item		
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Item		Quantity	Rate	Amount
91	<p><b>12.0 EMPLOYMENT AND TRAINING OF YOUTH EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS: NATIONAL YOUTH SERVICE (NYS)</b></p> <p>The <b>contractor</b> shall comply with all the requirements "Additional Specification SL: Employment and Training Expanded Public Works Programme (EPWP) Infrastucture Youth Service (NYS)" as attached to these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall identify a minimum number of priority list, and shall employ them at the stipulated period and train them, all as per the aforementioned <b>bills of quantities</b></p> <p>The <b>contractor</b> shall liaise and co-ordinate with the Training Service Provider with regard to the priority workers, and the employment and training of the workers. The <b>contractor</b> shall avail the services of an adequate supervisor specifically for the EPWP-NYS youth workers, to act as a supervisor. The foreman will be responsible for coordinating the progress of the youth workers and for addressing any issues that arise from the youth workers</p> <p>Separate items which will be subject to remeasurement elsewhere in these <b>bills of quantities</b> / lump sum costs associated with the employment and training of additional requirements in respect of the aforementioned workers deemed to be priced hereunder and no additional items to be entertained</p> <p>Fixed: _____</p> <p>Value related: _____</p> <p>Time related: _____</p>	Item		
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Item		Quantity	Rate	Amount
92	<p><b>13.0 IMPLEMENTATION OF LABOUR-INTENSIVE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME</b></p> <p>The <b>contractor</b> shall comply with all the requirements of the "Practice for Employment and Conditions of Work Programmes" issued in terms of the "Basic Conditions of Employment Act (Act No 75 of 1997)" and the related "Ministerial Regulations on the employment of locally employed temporary workers on infrastructure project under the Expanded Public Works Programme. The <b>contractor</b> shall maintain daily records with respect to the number of workers employed and shall, on a monthly basis, submit a report in the prescribed format. Compulsory indicators to be included in the report are: actual project expenditure, number of job opportunities created, characteristics of workers employed, minimum daily wages, person-days of employment created and number of workers employed. All as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Public Works Programme (EPWP)".</p> <p>Provision for pricing of compliance with the above clause and it is explicitly pointed out that all requirements mentioned are deemed to be priced hereunder and no claims in this regard shall be entertained.</p> <p>Fixed: _____  Value related: _____  Time related: _____</p>	Item		0.00
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<b>BILL NO. 1</b>			
<b>INFRASTRUCTURE PROJECTS</b>			
<b>PREAMBLES</b>			
Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly			
<u>Training of youth workers</u> (Target: 20 youth workers)			
<b>Orientation, Life skills development and technical training:</b>			
1	Orientation and Life skills development training for youth workers for an average of 10 days per youth worker (ref. SL 11.01.01)	Item	26,000.00
The above items are only applicable if NYDA do not fund the specific training.			
2	Provide Medical Surveillance Ref. SL 11.05.01	Item	15,600.00
3	Profit and attendance on condition that services and cost has been incurred (on items 2 above) at 1%	%	
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Item	Quantity	Rate	Amount
<u>Employment of youth workers</u>			
The unit of measurement shall be the number of youth workers at the labour rate of R 99.00 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months appointment for youth workers			
4	Employment of youth workers for on the job training (9 months)	Item	391,201.20
5	Profit and attendance on condition that services and cost has been incurred at 1%	%	
<u>Profit and attendance on condition that services and cost has been incurred</u>			
6	Technical training of the learners by a CETA accredited training provider	Item	436,800.00
7	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02) at 1%	%	
<u>Practical Work based Experiential training for 10 days each (ref. SL 11.02.01)</u>			
8	Travelling ( based on R30.00 per day return day trip/youth worker)	Item	354,900.00
9	Profit and attendance on condition that services and cost has been incurred at 1%	%	
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Item	Quantity	Rate	Amount
<u>Provision of EPWP designed overalls and hard hats to youth workers</u>			
10	Supply EPWP branded 1 x overalls, 2 x Safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL 11.03.01)	Item	28,700.00
11	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.05.02) at 1%	%	
<u>Provision of basic tools for youth workers</u>			
12	Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 11.04.01)	Item	49,500.00
13	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02) at 1%	%	
<u>Appointment of Youth Training Coordinator i.e. Supervisor</u>			
14	Appointment of Experienced (in Construction) Team Leader for the duration of the contract (6 months @ R9 500 pm) (ref. SL 11.06)	Item	57,000.00
15	Liaison with service provider	Hrs 1.00	
<u>Logistics for exit workshop</u>			
16	Provide logistic items for exit workshop i.e. Learner Graduations (Catering, Orange Golf T-Shirts, Venue Hire and Sound System)	Item	23,000.00
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<p><b><u>SECTION 3</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>DEMOLITIONS AND ALTERATIONS</u></b> <b><u>(PROVISIONAL)</u></b></p>			
<p><u>Note:</u></p> <ol style="list-style-type: none"> <li>1. The Tenderer is advised to refer to the Model Preambles and SABS 1200 before pricing this Bill</li> <li>2. Works below Surface bed level are included under Section 2 Bill 13 - External works.</li> <li>3. The tenderer is advised to thoroughly inspect the existing building as required in item 59 of section 1 - Preliminaries (Clause B3.11) to fully familiarise himself with the items described herein, and any associated works that will reasonably be required to execute the works described herein, before pricing this bill. The tenderers prices will be deemed to include for any such associated work.</li> <li>4. Should any ambiguity or query arise in this regard, the tenderer shall clarify same with the architect before submitting his tender, failing which he will be deemed to have made adequate provision in his prices.</li> </ol>			
<p style="text-align: right;">Carried to Collection</p> <p>Section 3 Bill 1 Alterations (Provisional) DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>		R	

Item	Quantity	Rate	Amount
<p><u>N</u> :</p> <p>All alteration work is to be performed in a safe, practical and workmanlike manner and at all times a competent general foreman is to be in charge and shall direct operations. The contractor shall acquaint himself and comply with all requirements and regulations of the Municipal/Local authority.</p> <p>Special care is to be exercised not to interfere unnecessarily with any electrical light, power, telephone or bell lines and fittings that may be encountered. Notice is to be given when disconnections or removal of wires, etc., are necessary and the contractor is to afford every facility to the electricians, etc. carrying out this work.</p> <p>"Making good" existing work where disturbed or damaged shall mean the provision of the necessary new material to match the existing and the necessary workmanship so that complete and perfect restoration is achieved to the satisfaction of the architect.</p> <p>"Making good" existing work where abutting walls, etc., are removed shall mean the provision of the necessary new material and workmanship in filling the gaps to match surrounding finishes so that a complete and perfect surface, is obtained to the satisfaction of the architect.</p> <p>The rates for "taking out", "taking down", of windows, doors, etc., from brickwork to remain are to include for making good all work disturbed to match surrounding finishes.</p>			
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<p>Section 3  Bill 1  Alterations (Provisional)  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item	Quantity	Rate	Amount
<p>The whole of the old materials arising from the alteration shall become the property of the Employer and shall be handed over to the Employer.</p> <p>Materials and articles described as "set aside for re-use" are to be carefully removed, stored and protected from damage before being re-fixed in new positions. These materials are measured as at present fixed in the existing buildings and the contractor must allow in his prices for replacing with new any of these materials that may be damaged when removing, etc., and for making up with new any loss in quantity arising from the removal or re-fixing.</p> <p>The remainder of the old materials such as concrete, etc., together with all rubbish, rubble and debris are to be carted away or removed, i.e. they are to be immediately removed from the site which is to be left clean and unencumbered.</p> <p>The contractor will not be permitted to use skips paid for by other direct contractors for the removal of old materials, but shall be required to provide his own.</p> <p>Prices for the removal of doors and frames shall include for removal of fanlights, ironmongery, architraves and other associated trim.</p> <p>Prices for the removal of sanitary fittings shall include for the removal of copper service pipes, traps, brackets and cisterns.</p>			
<p><b><u>DEMOLITION AND ALTERATION WORK</u></b></p>			
<p><b>REMOVAL OF EXISTING WORK</b></p>			
<p>Carried to Collection</p>		R	
<p>Section 3  Bill 1  Alterations (Provisional)  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item		Quantity	Rate	Amount
	<u>Break up and removing reinforced concrete including cutting off and removing reinforcement</u>			
1	Concrete staircases	m <sup>3</sup>	10	
2	Demolition of Concrete Slabs	m <sup>2</sup>	2,018	
	<u>Breaking down and removing brickwork etc.</u>			
3	Half brick walls (including beamfill)	m <sup>2</sup>	267	
4	One brick walls (including beamfill)	m <sup>2</sup>	313	
	<u>Take down and remove existing partition</u>			
5	Drywall partitioning 2,75m high, including doors, ironmongery, glazed borrowed lights, etc	m	12	
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>			
6	Gypsum plasterboard ceilings, including cornices, timber bandering, etc	m <sup>2</sup>	728	
	<u>Taking out and removing sundry joinery work, fittings, etc</u>			
7	Timber cornices	m	619	
8	Timber skirtings	m	619	
9	Timber sills	m	43	
10	Timber counter 2500 x 600 x 1200mm high	No	15	
	<u>Taking out and removing doors (where required by the Architect), windows, etc, including thresholds, sills, etc</u>			
11	Glazed timber window not exceeding 2,5m <sup>2</sup>	No	7	
	Carried to Collection			R
	Section 3 Bill 1 Alterations (Provisional) DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			









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Bill 1

Alterations (Provisional)

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Section 3

Bill 1

Alterations (Provisional)

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
<b><u>SECTION 3</u></b>			
<b><u>BILL NO. 2</u></b>			
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u></b>			
<u>Note:</u>			
<p>1. The Tenderer is advised to refer to the Model Preambles and SABS 1200 before pricing this Bill</p> <p>2. Works below Surface bed level are included under Section 2 Bill 13 - External works</p>			
<b>REINFORCED CONCRETE</b>			
<u>30MPa 70/30 – 19mm Stone</u>			
1	Slab, including inverted beams	m <sup>3</sup>	410
2	Staircases including landings, beams and inverted beams	m <sup>3</sup>	20
<b>CONCRETE SUNDRIES</b>			
<u>Finishing top surface of concrete smooth with a powerfloat:</u>			
3	Surface beds, slabs, staircases etc	m <sup>2</sup>	740
<b><u>TEST BLOCKS (PROVISIONAL)</u></b>			
4	Provide cube mould and cast 150 x 150 x 150 mm concrete test cube, cure and deliver to testing authority.	No	45
Carried to Collection			R
Section 3 Bill 2 Concrete, Formwork and Reinforcements (Provisional) DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

Item	Quantity	Rate	Amount
<b>MOVEMENT JOINTS, ETC.</b>			
<u>Expansion joints with 12 mm Jointex by Sondor between vertical concrete surfaces:</u>			
5	Joints not exceeding 300 mm high	m	396
<b>SMOOTH FORMWORK (DEGREE OF ACCURACY I)</b>			
<u>Smooth formwork to soffits:</u>			
6	Slabs propped up exceeding 3,5m and not exceeding 5m high	m <sup>2</sup>	700
<u>Smooth formwork to sides of inverted beams</u>			
7	Inverted beams	m	55
<b>REINFORCEMENT (PROVISIONAL)</b>			
<b>Mild steel reinforcement to structural concrete work</b>			
8	16mm Diameter bars	t	15.50
Carried to Collection			R
Section 3 Bill 2 Concrete, Formwork and Reinforcements (Provisional) DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

Section 3

Bill 2

Concrete, Formwork and Reinforcements (Provisional)

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Bill 2

Concrete, Formwork and Reinforcements (Provisional)

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item		Quantity	Rate	Amount
<b><u>SECTION 3</u></b>				
<b><u>BILL NO. 3</u></b>				
<b><u>MASONRY</u></b>				
<b>BRICKWORK</b>				
<b>SUPERSTRUCTURE</b>				
<u>Brickwork of NFP bricks in class II mortar</u>				
1	One brick wall	m <sup>2</sup>	530	
2	Half brick wall	m <sup>2</sup>	390	
<b>REINFORCEMENT TO BRICKWORK</b>				
<u>2.5mm galvanised brick reinforcement</u>				
3	75mm wide reinforcement built in horizontally	m	1,140	
4	150mm wide reinforcement built in horizontally	m	1,252	
<b>PREFABRICATED LINTELS</b>				
<u>Concrete prestressed fabricated lintels</u>				
5	Lintels in lengths not exceeding 3m	m	130	
6	Lintels in lengths exceeding 3m and not exceeding 4.5m	m	17	
<b>FACE BRICKWORK</b>				
<u>Corobrick</u>				
7	Extra over for brickwork in internal walls	m <sup>2</sup>	560	
8	Extra over brickwork for half brick wall on exterior	m <sup>2</sup>	6	
9	Brick on edge sills	m	71	
Carried to Summary				R
Section 3				
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Masonry				
DE AAR MAGISTRATE COURT				
REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE				

Item	Quantity	Rate	Amount
<b><u>SECTION 3</u></b>			
<b><u>BILL NO. 4</u></b>			
<b><u>WATERPROOFING</u></b>			
<b><u>WATERPROOFING TO CONCRETE FLOORS, ETC.</u></b>			
<u>ABE Duraflex or similar approved products on RC slab</u>			
1	On floors	m <sup>2</sup>	588
2	Under windows	m <sup>2</sup>	34
<u>135 mm Think Pink-Flexible fiber glass blanket insulation (R-value=3.38) or similar and approved in accordance to SANS 204, XA calculation compliance.</u>			
3	On Ceiling	m <sup>2</sup>	670
Carried to Summary			R
Section 3 Bill 4 Waterproofing DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			



Item

Quantity

Rate

Amount

**SECTION 3**

**BILL NO 5**

**ROOF COVERINGS**

**For preambles see "Model Preambles for Trades"**

**SUPPLEMENTARY PREAMBLES**

**Straight cutting**

**Descriptions of all roof coverings are deemed to include for all straight cutting**

**Profiled fibre-cement sheeting and accessories**

**Profiled fibre-cement sheeting and accessories shall be fixed strictly in accordance with the manufacturer's instructions**

**Roof sheeting, etc shall be secured to wood purlins with 8mm galvanised drive screws of appropriate length and to steel purlins with 8mm galvanised hook bolts of appropriate length and nuts. Each fixing screw or bolt shall be fitted with one "Everseal" combination steel cup and PVC washer system**

**PROFILED METAL SHEETING AND ACCESSORIES**

Carried to Collection

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Section 3  
Bill 5  
Roof Coverings  
DE AAR MAGISTRATE COURT  
REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item		Quantity	Rate	Amount
1	Roof coverings with pitches not exceeding 25 degrees	m <sup>2</sup>	685	
2	Moulded narrow and broad rib polyethelene filler blocks	m	130	
3	Moulded narrow and broad rib polyethelene filler blocks raking at valleys or hips	m	83	
4	Rolled edges at verges	m	20	
5	Narrow and broad flute closers 150mm girth	m	30	
6	Narrow and broad flute closers 150mm girth raking at valleys or hips	m	21	
7	Drip flashings 150mm girth	m	117	
8	Z-profile flashings 150mm girth	m	15	
9	Sill flashings 225mm girth	m	38	
10	Side wall flashings 350mm girth	m	38	
11	Head wall flashings 350mm girth	m	65	
12	Apron flashings 400mm girth	m	30	
13	Ridge cappings 650mm girth	m	40	
14	Hip cappings 650mm girth	m	95	
15	Gable trims 650mm girth	m	47	
16	Apex flashings 650mm girth	m	36	
	Carried to Collection			R
Section 3 Bill 5 Roof Coverings DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE				

Item		Quantity	Rate	Amount
17	Corner trims 650mm girth	m	30	
	<b>ROOF VENTILATORS</b>			
	<b>"Eve rite"</b>			
18	"Nutec Ventair Product No. 760-270" fibre-cement ventilator fixed on soaker flange sheet (soaker flange sheet elsewhere) including sealing strips, fixing accessories, etc	No	1	
	<b>ROOF AND WALL INSULATION</b>			
	<b>"Sisalation RSA 420" heavy industrial grade aluminium foil based insulation</b>			
19	Insulation laid taut over purlins (at approximately 1800mm centres) and fixed concurrent with	m <sup>2</sup>	685	
	Carried to Collection			
	Section 3 Bill 5 Roof Coverings DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

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Roof Coverings

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Roof Coverings

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REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

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Amount

**SECTION 3**

**BILL NO 6**

**CARPENTRY AND JOINERY**

**For preambles see "Model Preambles for Trades"**

**SUPPLEMENTARY PREAMBLES**

**Plate nailed timber roof truss construction  
The following is applicable in respect of roof trusses:**

**Trusses are at maximum 1,20m centres.**

**Roof covering is 0,6mm IBR profile sheeting on 50 x 75mm purlins.**

**Ceilings are 6,4mm skimmed gypsum plasterboard sheeting on 38 x 38mm brandering. The**

**references given in the descriptions refer to the respective types of trusses detailed on the architect's drawing numbered H100/015**

**accompanying these bills of quantities. The dimensions in the**

**descriptions of the trusses are nominal and actual measure ments shall**

**be obtained from the architect and/or the site before design or fabrication commences**

**Joinery**

**Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc**

**Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes**

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Section 3

Bill 6

Carpentry and Joinery

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
<p><b>Fixing</b>  Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete  <b>Decorative laminate finish</b>  Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p>			
<b>SKIRTINGS</b>			
<u>Wrought meranti</u>			
1 75 mm x 18 mm timber skirting Profile or similar and approved. Wall/Floor to skirting joints to be sealed with marine clear silicone sealant	m	452	
<b>DOORS, ETC</b>			
<u>Timber doors</u>			
2 40mm Double door leaf safety glass clear glazed cottage 4-light timber door or similar and approved, including ironmongery <b>(D1)</b>	No	1	
3 813x2032x40mm thick safety glass clear glazed cottage 4-light timber door or similar and approved, including ironmongery <b>(D2)</b>	No	4	
4 813x2032x40mm thick Bolection mould, raised and fielded 2 panel door or similar and approved, including ironmongery <b>(D3)</b>	No	15	
5 813x2032x40mm thick Bolection mould, raised and fielded 2 panel door or similar and approved, including ironmongery <b>(D4)</b>	No	4	
Carried to Collection			
Section 3 Bill 6 Carpentry and Joinery DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			
			R



Item	<u>Door frames</u>	Quantity	Rate	Amount
13	2098(h) x 1690(w)mm timber frame or as required per manufacturer's recommendation suitable for 2no. door leaf <b>(D1)</b>	No	1	
14	2098(h) x 891(w)mm timber frame or as required per manufacturer's <b>(D2, 3, 4, 5, 7, 9)</b>	No	46	
15	2098(h) x 1009(w)mm timber frame or as required per manufacturer's <b>(D8)</b>	No	2	
Carried to Collection				R
Section 3 Bill 6 Carpentry and Joinery DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE				



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Bill 6

Carpentry and Joinery

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Bill 6

Carpentry and Joinery

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
<p><b><u>SECTION 3</u></b></p>			
<p><b><u>BILL NO. 7</u></b></p>			
<p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p>			
<p>For preambles see "Model Preambles for Trades"</p>			
<p><b>SUPPLEMENTARY PREAMBLES</b></p>			
<p><b>Descriptions</b></p>			
<p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete</p>			
<p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere</p>			
<p><b>Bulkheads</b></p>			
<p>Bulkheads are those areas of ceilings which are at a level differing from the general ceilings in a particular room or area and which generally occur along the perimeter of the room or area. Their purpose is either to conceal services or to create an architectural feature by changing levels</p>			
<p>Bulkheads will only be measured as such when they conform with the above description and when the horizontal or vertical dimensions do not exceed 1200mm. Should these dimensions be more than 1200mm then the horizontal or vertical ceilings will be included in the general ceiling measurements</p>			
<p>Carried to Collection</p>		R	
<p>Section 3  Bill 7  Ceilings, Partitions and Access flooring  DE AAR MAGISTRATE COURT  REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE</p>			

Item	Quantity	Rate	Amount
<b>CEILINGS, ETC</b>			
<b>SUSPENDED CEILINGS</b>			
<u>Ecophon Advantage A or other approved acoustic ceiling tile size 600x1200x15mm laid on tee suspension system to manufacturer's detail</u>			
1	Horizontal ceilings suspended not exceeding 1m below concrete soffits	m <sup>2</sup>	120
2	Horizontal ceilings suspended not exceeding 1m below purlins at 1.20m centers	m <sup>2</sup>	114
3	Extra over ceilings for opening for sprinkler head	No	15
4	Extra over ceilings for opening for 600x1200mm light fittings	No	60
5	Extra over for ceilings for 600x1200mm ventilation/air conditioning diffuser	No	15
<u>6mm thick light weight semi-hydrate gypsum plaster on 38x38 mm SA Pine brander to strict manufacturer's details and specifications. 90x90 mm Coved Polystyrene glue on cornice by The Moulding Shop or similar and approved installed with paintable sealing glue to strict manufacturer's details.</u>			
6	Horizontal ceilings suspended not exceeding 1m below concrete soffits	m <sup>2</sup>	12
7	Horizontal ceilings suspended not exceeding 1m below timber purlins at 1.20m centers	m <sup>2</sup>	42
8	Extra over ceilings for opening for sprinkler head	No	4
9	Extra over ceilings for 150mm diameter down lighter	No	13
Carried to Collection			R
Section 3 Bill 7 Ceilings, Partitions and Access flooring DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

Item		Quantity	Rate	Amount
	<u>6mm thick light weight hemi-hydrate on 9mm Fire Cement Board by Saint Gobain or similar</u>			
10	Horizontal ceiling on 38x38 mm timber brandering (recommended suspension system, jointing and spacing to strict manufacturer's details)	m <sup>2</sup>	2	
11	Extra over ceilings for opening for sprinkler head	No	1	
12	Extra over ceilings for opening for diameter downlighter	No	1	
13	Extra over ceilings for 600x600 mm ceiling trap doors	No	1	
	<u>"Donn rhinodek vivid white" or other approved vinyl faced gypsum ceiling size 1200x600x9mm laid on "donn t38" pre-painted aluminium capped exposed tee suspension system including galvanised main and cross tees, hold down clips wedges, all suspended with galvanised 2.6mm wire not exceeding 900 mm with 25mm shadow line cornice to match grid colour</u>			
14	Horizontal ceilings suspended not exceeding 1m below concrete soffit	m <sup>2</sup>	232	
15	Horizontal ceilings suspended not exceeding 1m below timber purlins at 1.20m centers	m <sup>2</sup>	297	
16	Extra over ceilings for opening for 600x1200mm light fitting	No	172	
17	Extra over ceilings for opening for sprinkler heads	No	29	
18	Extra over ceiling for opening for 600x600mm ventilation/air conditioning diffuser	No	20	
	<u>6mm thick light weight semi-hydrate gypsum plaster</u>			
19	On concrete slab soffit	m <sup>2</sup>	75	
	Carried to Collection			R
	Section 3 Bill 7 Ceilings, Partitions and Access flooring DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

Item		Quantity	Rate	Amount
20	Extra over ceilings for sprinkler head	No	5	
21	Extra over ceilings for 150mm diameter down lighter	No	18	
<b>PARTITIONS, ETC</b>				
<u>ERGO Pelican M.I.S Partion system with steel studs partitioning with "Firestop Board" on both sides and fibreglass blanket between (two hour fire rating)</u>				
22	Partitioning 3200 mm high with bottom and top tracks plugged	m	18	
23	Extra over partitioning 3 200 mm high for corner	No	8	
24	Extra over partitions 2.65m high for 1 200mm x 900 mm viewing pnel 1 200mm above floor level, framed all round with drywall aluminium glazing sections with aluminium mullions with panel glazed with 4mm clear float glass, including neoprene glazing gaskets.	No	12	
<b>CORNICES, ETC</b>				
<u>90x90mm Coved Polystyrene glue on cornice by The Moulding Shop or similar and approved installed with paintable sealing glue to strict manufacturers details</u>				
25	Coved Polystyrene glue on cornice	m	52	
Carried to Collection				R
Section 3 Bill 7 Ceilings, Partitions and Access flooring DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE				

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Bill 7

Ceilings, Partitions and Access flooring

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Ceilings, Partitions and Access flooring

DE AAR MAGISTRATE COURT

REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE

Item	Quantity	Rate	Amount
<b>SECTION 3</b>			
<b>BILL NO. 8</b>			
<b><u>FLOOR COVERINGS, WALL LININGS, ETC.</u></b>			
<b>NOTES:</b>			
The Tenderer is advised to refer to the Trade Preambles before pricing this Bill			
<b>FLOOR COVERING</b>			
<u>8.5mm thick 500x500mm Berber Point 920 Nexbac Carpet Tiles or similar and approved to strict manufacturer's installation specifications</u>			
1	On floors	m <sup>2</sup>	206
2	Margins and borders not exceeding 500mm wide	m	82
3	Turn-ups over coves and up against walls not exceeding 500mm girth	m	82
<u>600x600x12mm thick heavy traffic non-slip full bodied porcelain floor tile or similar and approved with a grey grout finish</u>			
4	On floors (including treads and risers of stairs)	m <sup>2</sup>	127
5	Margins and borders not exceeding 500mm wide	m	120
6	Turn-ups over coves and up against walls not exceeding 500mm girth	m	120
<u>600x600x12mm thick heavy traffic non-slip full bodied porcelain floor tile or similar and approved, on adhesive and surface bed preparation to manufacturer's recommendation with a grey grout finish</u>			
7	On floors	m <sup>2</sup>	228
Carried to Collection			R
Section 3 Bill 8 Floor Coverings, Wall Linings, etc DE AAR MAGISTRATE COURT REPAIRS OF THE EXISTING FIRE DAMAGED STRUCTURE			

