	ıme : Holy Cross JSS 200500307 159/2023 				
<u>1 NO</u>	DESCRIPTION SECTION 1	<u>UNIT</u>	QUANTITY	<u>RATE</u>	AMOUN
	SECTION 2				
	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"				
	<u>PRELIMINARIES</u>				
	The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"				
	The JBCC Principal Building Agreement contract data form an integral part of this agreement				
	The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause				
	The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents				
	PRICING OF PRELIMINARIES				
	Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item				
	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities				
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT				
	DEFINITIONS				
1	A1.0 DEFINITIONS AND INTERPRETATIONClause 1.0 Clause 1.1 Definition of "Commencement Date" is added:	CONT			
	"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect	CONT			
	Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:	CONT			
	"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule	CONT			
	Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:	CONT			
	"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion	CONT			
	Clause 1.1 Definition of "Corrupt Practice" is added:	CONT			
	"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution	CONT			
	Clause 1.1 Definition of "Fraudulent Practice" is added:	CONT			
	"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels				
	and to deprive the tenderer of the benefits of free and open competition	CONT			
	Clause 1.1 Definition of "Interest" is amended by replacing it with the following:	CONT			
	"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)	CONT			
	Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:	CONT			
	"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as	CONT			

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	Clause 1.1 Definition of "Security" is amended by replacing it with the following:	CONT	
	"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss	CONT	
	Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"	CONT	
	Clause 1.6.4 is amended by replacing it with the following:	CONT	
	No clauseFixed: Value related: Time related:	Item	1
	OBJECTIVE AND PREPARATION		
2	A2.00FFER, ACCEPTANCE AND PERFORMANCEClause 2.0Fixed:	Item	1
	A3.0DOCUMENTS Clause 3.0Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all timesClause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer" Fixed:		
3	related: Time related:	Item	1
4	A4.0DESIGN RESPONSIBILITY Clause 4.0Clause 4.3 is amended by replacing it with the following:No clauseFixed: Value related: Time related:	Item	1
5	A5.0EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed: Value related: Time related:	Item	1
6	A6.0SITE REPRESENTATIVE Clause 6.0 Fixed: Value related: Time related:	Item	1
7	A7.0COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety SpecificationFixed:	Item	1
8	A8.0WORKS RISK Clause 8.0 Fixed: Value related: Time related:	Item	1
9	A9.0INDEMNITIES Clause 9.0 Fixed: Value related: Time related:	Item	1
10	A10.0WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses:	CONT	
	10.5 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary	CONT	
	(b)The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works	CONT	
	(c)The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6	CONT	
	(d)Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof	CONT	
	10.6Injury to Persons or loss of or damage to Properties (a)The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable	CONT	
	(b)The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable	CONT	
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	(c)The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor	CONT		
	(d)The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion	CONT		
	(e)Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed	CONT		
	(f)The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works	CONT		
	10.7 High risk insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:	CONT		
	10.7.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary	CONT		
	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	CONT		
	and/or repair the works, at the contractor's own costs  10.7.2 Injury to persons or loss of or damage to property. The contractor shall be liable for and hereby.	CONT		
	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	CONT		
	The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract	CONT		
	10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so	CONT		
	10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole Fixed:  Value related:  Time related:	Item	1	
	A11.0LIABILITY INSURANCESClause 11.0Fixed: Value related: Time related:	Item	1	
	A12.0EFFECTING INSURANCESClause 12.0Fixed: Value related: Time related:	Item	1	
13	A13.0No clause	N/A		
	A14.0SECURITY Clause 14.0 Clauses 14.1 - 14.8 are amended by replacing them with the following: SCC 14	CONT		
	14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)	CONT		
	14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)	CONT		
	14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor	CONT		
	14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected	CONT		

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14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:	CONT
14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date	CONT
14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor	CONT
14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor	CONT
14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor	CONT
14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor	CONT
14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party	CONT
14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:	CONT
14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date	CONT
14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender	CONT
14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring	CONT
14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee	CONT
14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:	CONT
14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)	CONT
14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion	CONT
14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring	CONT
14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8	CONT
14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both	CONT
14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:	CONT
14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date	CONT
14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor	CONT
14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)	CONT
14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both	CONT
14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:	CONT

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	14.7.1 The payment reduction of the value certified in a payment certificate shall be 5%	CONT	
	14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor		
	14.8 Payments made by the guaranter 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	CONT	
	14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicableFixed: Value related: Time related:	Item	1
	EXECUTION		
15	A15.0PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.0 Clause 15.1.1 is amended by replacing it with: No clause Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0	CONT	
	Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date	CONT	
	Clause 15.2.1 is amended by replacing it with the following clause:	CONT	
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4Fixed: Value related: Time related:	Item	1
16	A16.0ACCESS TO THE WORKSClause 16.0Fixed: Value related: Time related:	Item	1
17	A17.0CONTRACT INSTRUCTIONSClause 17.0Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors" Fixed: Value related: Time related:	Item	1
18	A18.0SETTING OUT OF THE WORKSClause 18.0Fixed: Value related: Time related:	Item	1
19	A19.0ASSIGNMENTClause 19.0Fixed:Value related: Time related:	Item	1
20	A20.0NOMINATED SUBCONTRACTORSClause 20.0Clause 20.1.3 is amended by replacing it with the following:No clauseNote: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sumsFixed:	Item	1
21	A21.0SELECTED SUBCONTRACTORSClause 21.0Clause 21 is amended by replacing it with:No clauseFixed: Value related: Time related:	Item	1
22	A22.0EMPLOYER'S DIRECT CONTRACTORSClause 22.0Fixed:Value related: Time related:	Item	1
23	A23.0CONTRACTOR'S DOMESTIC SUBCONTRACTORSClause 23.0Fixed:	Item	1
	COMPLETION		
24	A24.0PRACTICAL COMPLETIONClause 24.0Fixed: Value related: Time related:	Item	1
25	A25.0WORKS COMPLETIONClause 25.0Fixed: Value related: Time related:	Item	1
26	A26.0FINAL COMPLETIONClause 26.0Clause 26.1.2 is amended by inserting "#" next to 26.1.2Fixed: Value related: Time related:	Item	1
27	A27.0LATENT DEFECTS LIABILITY PERIODClause 27.0Fixed: Value related: Time related:	Item	1
28	A28.0SECTIONAL COMPLETIONClause 28.0Fixed: Value related: Time related:	Item	1
29	A29.0REVISION OF DATE FOR PRACTICAL COMPLETIONClause 29.0Clause 29.2.5 is amended by replacing it with:No clauseFixed: Value related: Time related:	Item	1
	A30.0PENALTY FOR NON-COMPLETIONClause 30.0Fixed:Value related:	Item	

	PAYMENT		
31	A31.0INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0	CONT	
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"	CONT	
	Clause 31.8 is amended by replacing it with the following two alternative clauses:	CONT	
	Alternative A 31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:	CONT	
	31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion	CONT	
	31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion	CONT	
	31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6	CONT	
	31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate	CONT	
	Alternative B	CONT	
	31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:	CONT	
	31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion	CONT	
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion	CONT	
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6	CONT	
	31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate	CONT	
	Clause 31.12 is amended by deleting the following:	CONT	
	Payment shall be subject to the employer giving the contractor a tax invoice for the amount dueFixed:Value related: Time related:	Item	1
	A32.0ADJUSTMENT TO THE CONTRACT VALUEClause 32.0Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor" Fixed: Value related: Time related:	Item	1
33	A33.0RECOVERY OF EXPENSE AND LOSSClause 33.0Fixed:	Item	1
	A34.0FINAL ACCOUNT AND FINAL PAYMENTClause 34.0Clause 34.1 is amended by removing "#" next to 34.1Clause 34.2 is amended by inserting "#" next to 34.2Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the		
34	contractor a tax invoice for the amount due"Fixed: Value related: Time related:	Item	1
	A35.0PAYMENT TO OTHER PARTIESClause 35.0Fixed:Value related: Time related:	Item	1
	CANCELLATION		

	A36.0CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT Clause 36.0 Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"	CONT		
	Clause 36.0 is amended by the addition of the following clause:	CONT		
	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoeverFixed:  Value related:  Time related:	Item	1	
	A37.0CANCELLATION BY EMPLOYER - LOSS AND DAMAGE Clause 37.0 Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"	CONT		
	Clause 37.0 is amended by the addition of the following clause:37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any other right whatsoeverFixed:  Value related:  Time related:	Item	1	
	A38.0CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT Clause 38.0 Clause 38.5.4 is			
38	amended by replacing "ninety (90)" with "one hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause:	CONT		
	38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoeverFixed:  Value related:  Time related:	Item	1	
	A39.0CANCELLATION - CESSATION OF THE WORKSClause 39.0Clause 39.3.5 is amended by the addition of the following at the end of the sentence: within one hundred and twenty (120) working days of completion of such a report Fixed: Value related: Time related:	Item	1	
	DISPUTE			
	A40.0DISPUTE SETTLEMENT Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs Fixed:	Item	1	
	A41.0STATE CLAUSESClause 41.0Fixed: Value related: Time related:	Item	1	
	CONTRACT VARIABLES			
	A42.0THE SCHEDULE (DPW-04EC)Clause 42.0Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contractFixed: Value related: Time related:	Item	1	
	SECTION B: JBCC PRELIMINARIES			
	B1.0DEFINITIONS AND INTERPRETATION			
	B1.1Definitions and interpretationSee also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this SectionFixed: Value related: Time related:	Item	1	
	B2.0DOCUMENTS			
44	B2.1Checking of documentsFixed:Value related: Time related:	Item	1	
	B2.2Provisional bills of quantitiesFixed: Value related: Time related:	Item	1	
	B2.3Availability of construction documentationFixed: Value related: Time related:	Item	1	

47	B2.4Interests of agentsFixed:	Value related:	Time related:	Item	1
48	B2.5Priced documentsFixed:	Value related:	Time related:	Item	1
	B2.6Tender submissionClause 2.6 is an Acceptance DPW-07(EC)"Fixed:			Item	1
	B3.0THE SITE				
50	B3.1Defined works areaFixed:	Value related:	Time related:	Item	1
	B3.2Geotechnical investigationFixed: related:	Value related:_	Time	Item	1
52	B3.3Inspection of the siteFixed:	Value related:	Time related:	Item	1
	B3.4Existing premises occupiedFixed:_related:	Value related:	Time	Item	1
	B3.5Previous work - dimensional accura	acyFixed:Valu	ue related:Time	Item	1
55	B3.6Previous work - defectsFixed:	Value related:	Time related:	Item	1
6	B3.7Services - knownFixed:	Value related:	Time related:	Item	1
57	B3.8Services - unknownFixed:	Value related:	Time related:	Item	1
58	B3.9Protection of treesFixed:	Value related:	Time related:	Item	1
59	B3.10Articles of valueFixed:	Value related:	Time related:	Item	1
	B3.11Inspection of adjoining properties related:	Fixed:Value re	elated:Time	Item	1
	B4.0MANAGEMENT OF CONTRACT				
	B4.1Management of the worksFixed:related:	Value related:	Time	Item	1
	B4.2Programme for the worksFixed: related:	Value related:	Time	Item	1
63	B4.3Progress meetingsFixed:	Value related:	Time related:	Item	1
64	B4.4Technical meetingsFixed:	Value related:	Time related:	Item	1
	B4.5Labour and plant recordsFixed:	Value related:	Time	Item	1
	B5.0SAMPLES, SHOP DRAWINGS AN	ID MANUFACTURERS' INS	TRUCTIONS		
66	B5.1Samples of materialsFixed:	Value related:	Time related:	Item	1
67	B5.2Workmanship samplesFixed:	Value related:	Time related:	Item	1
68	B5.3Shop drawingsFixed:	_ Value related:	Time related:	Item	1
	B5.4Compliance with manufacturers' insrelated:	structionsFixed:	Value related: Time	Item	1
	B6.0TEMPORARY WORKS AND PLAN	ІТ			
70	B6 1Deposits and feesFixed	Value related:	Time related:	Item	1

71	B6.2Enclosure of the worksFixed: Value related: Time related:	Item	1	
72	B6.3AdvertisingFixed:Value related:Time related:	Item	1	
	B6.4Plant, equipment, sheds and officesFixed:Value related: Time related:	Item	1	
74	B6.5Main notice boardFixed: Value related: Time related:	Item	1	
	B6.6Subcontractors' notice boardFixed: Value related: Time related:	Item	1	
	B7.0TEMPORARY SERVICES			
76	B7.1LocationFixed: Value related: Time related:	Item	1	
77	B7.2WaterFixed:Value related:Time related:	Item	1	
78	B7.3ElectricityFixed: Value related: Time related:	Item	1	
	B7.4Telecommunication facilitiesFixed: Value related: Time related:	Item	1	
30	B7.5Ablution facilitiesFixed: Value related: Time related:	Item	1	
	B8.0PRIME COST AMOUNTS			
	B8.1Responsibility for prime cost amountsFixed: Value related: Time related:	Item	1	
	B9.0ATTENDANCE ON N/S SUBCONTRACTORS			
32	B9.1General attendanceFixed: Value related: Time related:	Item	1	
33	B9.2Special attendanceFixed:Value related: Time related:	Item	1	
34	B9.3Commissioning - fuel, water and electricityFixed: Value related: Time related:	Item	1	
	B10.0FINANCIAL ASPECTS			
	B10.1Statutory taxes, duties and leviesFixed: Value related: Time related:	Item	1	
	B10.2Payment for preliminariesFixed: Value related: Time related:	Item	1	
	B10.3Adjustment of preliminariesClauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document" Fixed:  Value related:  Time related:	Item	1	
	B10.4Payment certificate cash flowFixed: Value related: Time related:	Item	1	
	B11.0GENERAL			
39	B11.1Protection of the worksFixed: Value related: Time related:	Item	1	
	B11.2Protection / isolation of existing / sectionally occupied worksFixed: Value related: Time related:	Item	1	
91	B11.3Security of the worksFixed: Value related: Time related:	Item	1	

St.   Abblice before covering workFlood				
811.6Environmental disturbanceFixed: Value related: Time 1 stem 2 stem 3 sti.7Works cleaning and cleaningFixed: Value related: Time obtained 5 sti.7Works cleaning and cleaningFixed: Value related: Time obtained 5 sti.7Soverhand workFixed: Value related: Time related: tem 1 sti.7Soverhand workFixed: Value related: Time related: tem 2 sti.7Soverhand workFixed: Value related: Time obtained: Time			Item	1
811.7Vorks cleaning and clearingFood:	93 B11.5Disturban	eFixed: Value related: Time related:	Item	1
Set			Item	1
97 B11.9Overhand workFixed:		aning and clearingFixed: Value related: Time	Item	1
B11.10Instruction manuals and guaranteesFixed:	96 B11.8VerminFix	ed:Value related:Time related:	Item	1
Separate	97 B11.9Overhand	workFixed:Value related: Time related:	Item	1
B12.0SCHEDULE OF VARIABLES  101 B12.1Schedule of variablesFixed:		n manuals and guaranteesFixed:Value related:Time	Item	1
B12.0SCHEDULE OF VARIABLES  101 B12.1Schedule of variablesFixed:	99 B11.11As built i	nformationFixed: Value related: Time related:	Item	1
This schedule of variablesFixed:	100 B11.12Tenant ii	stallationsFixed: Value related: Time related:	Item	1
This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender categories form part of these Preliminaries  Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable litems are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets  12.1PRE-TENDER INFORMATION 12.1.1Provisional bills of quantities [2.2]The quantities are provisionalYES  12.1.2Availability of construction documentation [2.3]Construction documentation is completeNO  12.1.3Interests of agents [2.4]Details:  12.1.4Defined works area [3.1]Details:  12.1.5Geotechnical investigation [3.2]Details:  12.1.6Existing premises occupied [3.4]Specific requirements:  12.1.7Previous work - dimensional accuracy [3.5]Details:  12.1.8Previous work - defects [3.6]Details:  12.1.9Services - known [3.7]Details:  12.1.10Protection of trees [3.9]Specific requirements:	B12.0SCHEDU	LE OF VARIABLES		
12.1.12Enclosure of the works [6.2]Specific requirements:	This schedule of categories. The pre-tender and Spaces requiring choices are offer information shour or or seference 12.1 PRE-TENE provisional YES 12.1.2 Availabilities 12.1.3 Interests 12.1.4 Defined with 12.1.5 Geotechi 12.1.6 Existing in 12.1.7 Previous 12.1.8 Previous 12.1.9 Services 12.1.10 Protecti	contains all variables referred to in this document and is divided into pre-tender and post-tender pre-tender category must be completed in full and included in the tender documents. Both the post-tender categories form part of these Preliminaries are information must be filled in, shown as "not applicable" or deleted and not left blank. Where red, the non-applicable items are to be deleted. Where insufficient space is provided the ald be annexed hereto and cross-referenced to the applicable clause of the schedule. Key clauses are italicised in [] brackets  ER INFORMATION 12.1.1Provisional bills of quantities [2.2]The quantities are  of construction documentation [2.3]Construction documentation is completeNO  of agents [2.4]Details:  orks area [3.1]Details:  ical investigation [3.2]Details:  work - dimensional accuracy [3.5]Details:  work - defects [3.6]Details:  known [3.7]Details:	Item	
	·			

	12.1.13Offices [6.4.3]Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times			
	12.1.14Main notice board [6.5]Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering			
	12.1.15Subcontractors' notice board [6.6]A notice board is requiredNO Specific requirements:			
	12.1.16Water [7.2]Option A (by contractor)NO Option B (by employer - free of charge)NO Option C (by employer - metered)YES			
	12.1.17Electricity [7.3]Option A (by contractor)NO Option B (by employer - free of charge)NO Option C (by employer - metered)YES			
	12.1.18Telecommunications [7.4]TelephoneNO FacsimileNO E-mailNO			
	12.1.19Ablution facilities [7.5]Option A (by contractor)YES Option B (by employer)NO			
	12.1.20Protection of existing/sectionally occupied works [11.2]Protection is requiredYES			
	12.1.21Special attendance [9.2]Subcontractor (1) details: Subcontractor (2) details: Subcontractor (3) details: Subcontractor (4) details:			
	12.1.22Protection of the works [11.1]Specific requirements:			
	12.1.23Disturbance [11.5]Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent			
	12.1.24Environmental disturbance [11.6]Specific requirements:			
	12.2POST-TENDER INFORMATION			
	12.2.1Payment of preliminaries [10.2]Option A (prorated)YES Option B (calculated)NO			
	12.2.2Adjustment of preliminaries [10.3]Option A (three categories)YES Option B (detailed breakdown)NO			
	12.2.3Additional agreed preliminaries items Details:			
	SECTION C: SPECIFIC PRELIMINARIES			
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item			
	C1.0CONTRACT DRAWINGS* 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 executedShould 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 agentFixed:			
102	related:Time related:	Item	1	
102	C2.0GENERAL PREAMBLESThe document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (http://www.publicworks.gov.za/ 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 usedFixed:	Item	1	
103	C3.0TRADE NAMESWherever a trade name for any product has been described in the bills of quantities /	ILEIII		
	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			
104	related:	Item	1	

	C4.0IMPORTED MATERIALS AND EQUIPMENTWhere 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:		
105	related:Time related:	Item	1
	C5.0VIEWING THE SITE IN SECURITY AREASThe 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 purposesFixed: Value related: Time related:	Item	1
	C6.0COMMENCEMENT OF WORKS IN SECURITY AREASAs 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 accountFixed:	lia	
	c7.0ENTRANCE PERMITS TO SECURITY AREASAs 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 officerFixed:	Item	1
	related: Time related:	Item	1
109	related: Time related:	Item	1
	correctional institutions in terms of article44.1(e) of the Correctional Services Act 8 of 1959Fixed: Time related:	Item	1
	C10.0HIV/AIDS AWARENESS 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	CONT	
	C10.1AWARENESS CHAMPIONSelection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS SpecificationFixed: Value related: Time related:	Item	1
	C10.2AWARENESS WORKSHOPSSelection and appointment of a competent Service Provider approved by the principalagent, 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 SpecificationFixed:  Value related:  Time related:	Item	1
	C10.3POSTERS, BOOKLETS, VIDEOS, ETC.Provision, displaying, maintaining and replacing when necessary of four plasticlaminated posters, booklets and educational videos, etc. for the duration of theconstruction period, all in accordance with the HIV/AIDS SpecificationFixed:	Item	1
	C10.4ACCESS TO CONDOMSProvision and maintenance of condom dispensers fixed in position, including male andfemale 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/AIDSSpecificationFixed:	Item	1
	C10.5MONITORINGMonitoring 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 SpecificationFixed:	Item	1

112	C11.0OCCUPATIONAL HEALTH AND SAFETY ACTThe contractor shall comply with all the requirements set out in the Construction Regulations, 2014 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 documentThe 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 paymentProvision 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 entertainedFixed:  Time related:  Time related:		1
	C11.1REFLECTIVE VESTSProvision of reflective vestsFixed:		
113	Time related:  C11.2INITIAL OBLIGATIONSPrincipal contractor's initial obligations in respect of the Health and Safety Act	Item	1
114	and Construction Regulations, etcFixed:Value related: Time related:	Item	1
115	C11.3TIME RELATED OBLIGATIONSPrincipal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations, etcFixed: Value related: Time related:	Item	1
116	C11.4PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of reflective vestsFixed: Value related: Time related:	Item	1
117	C11.5PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of hard hatsFixed: Time related:	Item	1
118	C11.6PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of protective footwearFixed: Value related: Time related:	Item	1
119	C11.7PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of earplugsFixed: Time related:	Item	1
120	C11.8PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of dust masksFixed: Value related: Time related:	Item	1
121	C11.9PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of glovesFixed:Value related: Time related:	Item	1
122	C11.10PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of high visibility overalls to SARTSM Chapter 13 Level 3Fixed: Value related: Time related:	Item	1
123	C11.11 PROVISION OF PERSONAL PROTECTIVE EQUIPMENT - PPEProvision of SANS approved ear defendersFixed: Value related: Time related:	Item	1
124	C11.12SIGNAGEProvision of signageFixed:Value related: Time related:	Item	1
125	C11.13CONSTRUCTION HEALTH AND SAFETY OFFICERProvision of full time construction health and safety officer (SACPCMP Registered)Fixed: Value related: Time related:	Item	1
126	C11.14MEDICAL CERTIFICATESMedical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations, and exit examinationsFixed:	Item	1
127	C11.15INDUCTION TRAININGInduction trainingFixed: Value related: Time related:	Item	1
128	C11.16FIRST AID BOXESProvision of first aid boxes to GSR requirementsFixed:Value related: Time related:	Item	1
129	C11.17NOISE MONITORINGNoise monitoring including establishment of noise zones (plant), audiograms (personnel), etcFixed: Value related: Time related:	Item	1
130	C11.18HEALTH AND SAFETY FILESubmission of health and safety fileFixed: Value related: Time related:	Item	1
131	C12.0 COVID-19 GUIDELINESThe contractor shall comply with all the requirements for Covid - 19 regulationsFixed: Value related: Time related:	Item	1