

		<ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	10	Family responsibility leave
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
	11	Statement of Conditions
	11.1	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP.
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	12	Keeping records
	12.1	Every employer must keep a written record of at least the following –
		<ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker.
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	13	Payment
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R95 per day or per task. This will be adjusted annually on the 1 st of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.

	13.4	An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
	13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
	14	Deductions
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
	15	Health and Safety
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
	16	Compensation for Injuries and Diseases

	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	17	Termination
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	18	Certificate of Service
	18.1	On termination of employment, a worker is entitled to a certificate stating-
		(a) the worker's full name; (b) the name and address of the employer; (c) (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0	Mandatory Sub-Contracting (Only for projects above R 30 Million)
	A2.1	The Contractor must sub-contract 30% of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading.
		The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
		The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully. Irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract.
A3		
A4	A4.0	Attendance to Domestic Sub-Contractors in terms of clauses A2 above
	A4.1	The attendance of to the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be

		priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.
A5	A5.0	
	A5.1	
A6	A6.0	Expanded Public Works Programme
	A6.1	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.

Part 1: Contract Data Completed by the Employer

Clause Item and data

- 1.2 The Employer is **THE INDEPENDENT DEVELOPMENT TRUST**
The address of the Employer is: **P O Box 2679, Beacon Bay, East London, 5241**
Telephone: 043 711 6000
Facsimile:
Address (physical): IDT East London, Silver Wood House, Palm Square Business Park. Beacon Bay, East London, 5241
Address (postal): P O Box 2679, Beacon Bay, East London, 5241
- 5.1 The Principal Agent is **ROELEVELD QUANTITY SURVEYORS CC**
Telephone: 043 721 2232
Facsimile: 043 721 2239
Address (physical): 5 Lancaster Place, Vincent, East London, 5247
Address (postal): P O Box 13383, Vincent, East London, 5217
- 5.2 Agent (1) is **ROELEVELD QUANTITY SURVEYORS CC**
Agent's service: Quantity Surveying Services
Telephone: 043 721 2232
Facsimile: 043 721 2239
Address (physical): 5 Lancaster Place, Vincent, East London, 5247
Address (postal): P O Box 13383, Vincent, East London, 5217
- 5.3 Agent (2) is **NGONYAMA & ASSOCIATES (PTY) LTD**
Agent's service: Architect
Telephone: 043 743 3889
Facsimile: 043 743 3892
Address (physical): 13 Lukin Road, Selborne, East London, 5247
Address (postal):
- 5.4 Agent (3) is: **MXN ELECTROCON PROJECTS**
Agent's service: Electrical Engineering
Telephone: 043 722 4875
Facsimile: 043 722 5339
Address (physical):
Address (postal): Postnet Suite 188, Private Bag X3, Beacon Bay, East London, 5205

5.5

Agent (4) is: **CSE CIVIL/STRUCTURAL ENGINEER**

Agent's service: Civil and Structural Works

Telephone: 043 726 3565

Facsimile:

Address (physical): 68 Mokoduba Flats, Plein Street, Polokwane, 0699

Address (postal): P O Box 15825, Beacon Bay, East London, 5205

1.1 **The Works comprises** of the Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc
External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.
Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).
Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)
Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).
 Fire High level water tanks- highest part of the site, Fire Management System, Borehole and/ or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

1.1 THE **SITE** IS LOCATED AT **LADY FRERE**

1.1 The **Works** or installations to be undertaken by **direct contractors** comprises
 22.2 Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc
External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.
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 Fire High level water tanks- highest part of the site, Fire Management System, Borehole and/ or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

41.0 The Employer is an organ of **State**

31.11.2

11.2 • The interest 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) will apply.

31.4.2 • Lateral support insurance is to be effected by the **contractor**

26.1.2 • Payment will be made for materials and goods
 • Extended **defects** liability period will apply to the following elements:
 NOT APPLICABLE

15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.

15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.

For the **works** as a whole:

The date for **practical completion** is **42 MONTHS** after contractual commencement date

The **penalty** per **calendar day** is **0.01 per R100** of the contract value

1.2 The law applicable to the agreement shall be that of the Republic of South Africa.

10.1; 10.2 Contract insurance is to be effected by the **contractor**.
 and 12.1

- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than
 10.2 the **contract sum plus 20%** with a deductible in an amount that the **contractor**
 12.1 deems appropriate.
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon
 10.2 Policy for Special Risks issued by the South African Special Risk Insurance
 12.1 Association.
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R10,000,000.00 with** a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, 31.16.2 A waiver of the **contractor's** lien or right of continuing possession is not required.
- 3.7 Three copies of the construction documents are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender and the following alternative indices are applicable:
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and 14.4 The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum and payment reduction
- 40.0 Dispute resolution shall be by adjudication
 or
~~Dispute determinations shall be by arbitration~~

Part 2: Contract Data completed by the Contractor

Clause Item and data

- 1.2 The name of the Contractor is:
- The address of the contractor is:
- Telephone:
- Facsimile:
- Address (physical):
-
-
- Address (postal):
-
-

INDEPENDENT DEVELOPMENT TRUST

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

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Fire High level water tanks - highest part of the site, Fire Management System, Borehole and/or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

...

Physical address

...

.....

...

Guarantor's signatory 1 Capacity

...

Guarantor's signatory 1 Capacity

...

Employer means **The Independent Development Trust**

Contractor means

Agent means **ROELEVELD QUANTITY SURVEYORS CC**

Works means Bid No: **DOEEC/10/2021** – Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

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Site means **the designated site to be shown to the contractor is at NTSONKOTHA SENIOR SECONDARY SCHOOL, In LADY FRERE DISTRICT, EASTERN CAPE REGION**

Agreement means **the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words

(Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the

sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3** A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** 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 from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date
...

Guarantor's
Signatory 1
...

Guarantor's
Signatory 2

Identity number
...

Identity number

Witness 1
...

Witness 2

Guarantor's seal or stamp

INDEPENDENT DEVELOPMENT TRUST

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ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)

of

..... (address)

and

..... (name of company / organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

. . . and known as.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have
been sent to him in relation to the adjudication and he shall retain documents for a further period at
the request of either Party.

SIGNED by: _____ Name: _____ ID: _____ who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of _____	SIGNED by: _____ Name: _____ ID: _____ who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of _____	SIGNED by: _____ Name: _____ ID: _____ the Adjudicator in the presence of _____
Witness Name: _____ Address: _____	Witness: Name: _____ Address: _____	Witness: Name: _____ Address: _____
Date: _____ _____	Date: _____ _____	Date: _____ _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 31 days after receipt of invoice.

* Delete as necessary

INDEPENDENT DEVELOPMENT TRUST

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C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of

	Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6	The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities: <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17	Where no provision is made in the Bills of Quantities to indicate which of the three categories in

	<p>12 apply or where no selection is made, the adjustments shall be based on the following breakdown:</p> <ul style="list-style-type: none"> a) 10 percent is Fixed; b) 15 percent if Value Related c) 75 percent is Time Related.
18	<p>The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.</p>
19	<p>All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract</p>
20	<p>Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.</p>
21	<p>The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements</p>

INDEPENDENT DEVELOPMENT TRUST

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).

Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)

Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).

Fire High level water tanks - highest part of the site, Fire Management System, Borehole and/or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

NTSONKOTHA SSS

C2.2 Bills of Quantities

Item No		Quantity	Amount
	<p><u>PRELIMINARIES</u></p> <p><u>MEANING OF TERMS "TENDER / TENDERER"</u></p> <p>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"</p> <p><u>PRELIMINARIES</u></p> <p>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".</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>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</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>DEFINITIONS</u></p>		
1	<p>A1 DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of "Commencement Date" is added:</p> <p>"COMMENCEMENT DATE" means the date that the site is handed over to the Contractor</p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p>		
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"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

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

Clause 1.1 Definition of "Corrupt Practice" is added:

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

Clause 1.1 Definition of **"Fraudulent Practise"** is added:

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

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

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

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

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

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

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

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

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	<p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
	<u>OBJECTIVE AND PREPARATION</u>		
2	<p>A2 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
3	<p>A3 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
4	<p>A4 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
5	<p>A5 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4 and 38.5.8</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
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6	<p>A6 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
7	<p>A7 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: The provisions herein include <i>inter alia</i>, compliance with <u>all</u> the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor</p> <p>See also clause C11 of Section C - Specific Preliminaries</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
8	<p>A8 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
9	<p>A9 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
10	<p>A10 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(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</p>		
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- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain 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

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

10.7 High risk insurance

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

10.7.1 Damage to the works

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

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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	<p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
11	<p>A11 LIABILITY INSURANCES</p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
12	<p>A12 EFFECTING INSURANCES</p> <p>Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
13	<p>A13.0 No clause</p>	N/A	
14	<p>A14 SECURITY</p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p>		
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14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

EXECUTION

15 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

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

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

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29	<p>A28 SECTIONAL COMPLETION</p> <p>Clause 28.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
30	<p>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
31	<p>A30 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<u>PAYMENT</u>		
32	<p>A31 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 17, 31, 32 and 3.24.4 Contract price adjustment provisions (CPAP)</p> <p>(Refer clause 3.1) The monetary provision for statutory increases (CPAP) must be omitted and the value thereof and the contract value shall be adjusted according to the JBCC CPAP.</p> <p>YES - The provision and the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Manual and Reference guide as prepared by the Joint Building Contracts Committee (JBCC) series 2000, code 2105).</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>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:</p>		
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31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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

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

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

Alternative B

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed: _____ Value related: _____ Time related: _____

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R

33	<p>A32 ADJUSTMENT TO THE CONTRACT VALUE</p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
34	<p>A33 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
35	<p>A34 FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
36	<p>A35 PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	
<p style="text-align: right;">Carried to Collection</p>			R
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CANCELLATION

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

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

Fixed: _____ Value related: _____ Time related: _____

Item

37

A37 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

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[illegible]

SUBSTITUTE PROVISIONS

41	A41	STATE CLAUSES
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Clause 41.0

Fixed:_____ Value related:_____ Time related:_____

Item

CONTRACT VARIABLES

THE SCHEDULE (DPW04EC)

42	A42	PRE-TENDER INFORMATION
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Clause 42.0

Tenderers are referred to the document C1.2 Contract Data DPW04(EC) for variables pertaining to this contract

Fixed:_____ Value related:_____ Time related:_____

Item

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<u>SECTION B: JBCC PRELIMINARIES</u>		
<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
43	<i>B1.1 Definitions and interpretation</i> See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed: _____ Value related: _____ Time related: _____	Item
<u>B2.0 DOCUMENTS</u>		
44	<i>B2.1 Checking of documents</i> Fixed: _____ Value related: _____ Time related: _____	Item
45	<i>B2.2 Provisional bills of quantities</i> Fixed: _____ Value related: _____ Time related: _____	Item
46	<i>B2.3 Availability of construction documentation</i> Fixed: _____ Value related: _____ Time related: _____	Item
47	<i>B2.4 Interests of agents</i> Fixed: _____ Value related: _____ Time related: _____	Item
48	<i>B2.5 Priced documents</i> Fixed: _____ Value related: _____ Time related: _____	Item
49	<i>B2.6 Tender submission</i> Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)" Fixed: _____ Value related: _____ Time related: _____	Item
<u>B3.0 THE SITE</u>		
50	<i>B3.1 Defined works area</i> Fixed: _____ Value related: _____ Time related: _____	Item
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51	B3.2 Geotechnical investigation		
	Fixed:_____ Value related:_____ Time related:_____	Item	
52	B3.3 Inspection of the site		
	Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.		
	Fixed:_____ Value related:_____ Time related:_____	Item	
53	B3.4 Existing premises occupied		
	Fixed:_____ Value related:_____ Time related:_____	Item	
54	B3.5 Previous work - dimensional accuracy		
	Fixed:_____ Value related:_____ Time related:_____	Item	
55	B3.6 Previous work - defects		
	Fixed:_____ Value related:_____ Time related:_____	Item	
56	B3.7 Services - known		
	Fixed:_____ Value related:_____ Time related:_____	Item	
57	B3.8 Services - unknown		
	Fixed:_____ Value related:_____ Time related:_____	Item	
58	B3.9 Protection of trees		
	Fixed:_____ Value related:_____ Time related:_____	Item	
59	B3.10 Articles of value		
	Fixed:_____ Value related:_____ Time related:_____	Item	
60	B3.11 Inspection of adjoining properties		
	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>B4.0 MANAGEMENT OF CONTRACT</u>		
61	B4.1 Management of the works		
	Fixed:_____ Value related:_____ Time related:_____	Item	
	Carried to Collection	R	
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62	B4.2 Programme for the works	Fixed:_____ Value related:_____ Time related:_____	Item
63	B4.3 Progress meetings	Fixed:_____ Value related:_____ Time related:_____	Item
64	B4.4 Technical meetings	Fixed:_____ Value related:_____ Time related:_____	Item
65	B4.5 Labour and plant records	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>			
66	B5.1 Samples of materials	Fixed:_____ Value related:_____ Time related:_____	Item
67	B5.2 Workmanship samples	Fixed:_____ Value related:_____ Time related:_____	Item
68	B5.3 Shop drawings	Fixed:_____ Value related:_____ Time related:_____	Item
69	B5.4 Compliance with manufacturers instruction	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B6.0 TEMPORARY WORKS AND PLANT</u>			
70	B6.1 Deposits and fees	Fixed:_____ Value related:_____ Time related:_____	Item
71	B6.2 Enclosure of the works	Fixed:_____ Value related:_____ Time related:_____	Item
72	B6.3 Advertising	Fixed:_____ Value related:_____ Time related:_____	Item
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83	B9.2 Special attendance Fixed:_____ Value related:_____ Time related:_____	Item
84	B9.3 Commissioning - fuel, water and electricity Fixed:_____ Value related:_____ Time related:_____	Item
<u>B10. FINANCIAL ASPECTS</u>		
85	B10.1 Statutory taxes, duties and levies Fixed:_____ Value related:_____ Time related:_____	Item
86	B10.2 Payment for preliminaries Fixed:_____ Value related:_____ Time related:_____	Item
87	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "in hs priced bills of quantities /lump sum document submitted with his tender offer" Fixed:_____ Value related:_____ Time related:_____	Item
88	B10.4 Payment certificate cash flow Fixed:_____ Value related:_____ Time related:_____	Item
<u>B11. GENERAL</u>		
89	B11.1 Protection of the works Fixed:_____ Value related:_____ Time related:_____	Item
90	B11.2 Protection / isolation of existing / sectionally occupied works Fixed:_____ Value related:_____ Time related:_____	Item
91	B11.3 Security of the works Fixed:_____ Value related:_____ Time related:_____	Item
92	B11.4 Notice before covering work Fixed:_____ Value related:_____ Time related:_____	Item
		R
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Carried to Collection		

11.5 Disturbance

Fixed: Value related: Time related:

Item

B11.6 Environmental disturbance

Fixed: Value related: Time related:

Item

B11.7 Works cleaning and clearing

Fixed: _____ Value related: _____ Time related: _____

Item

B11.8 Vermin

Fixed: Value related: Time related:

Item

B11.9 Overhand work

Fixed: Value related: Time related:

Item

B11.10 Instruction manuals and guarantees

Fixed: Value related: Time related:

Item

B11.11 As built information

Fixed: Value related: Time related:

Item

B11.12 Tenant installations

Fixed: Value related: Time related:

Item

B12. SCHEDULE OF VARIABLES

B12.1 Pre-tender information

Fixed: _____ Value related: _____ Time related: _____

Item

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

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

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional: YES

12.1.2 Availability of construction documentation

[2.3] *Construction of documentation is complete:* NO

12.1.3 Interest of agents

[2.4] Details: See Contract Data Part C/1 of Tender

12.1.4 Defined works area

[3.1] Details: As per Tender Data

12.1.5 Geotechnical investigation

[3.2] Details: Available on request

12.1.6 Existing premises occupied

[3.4] Specific requirements: N/A

12.1.7 Previous work - dimensional accuracy

[3.5] Details: To be checked on site by contractor prior to building operations.

12.1.8 Previous work - defects

[3.6] Details: To be checked on site by contractor prior to building operations.

12.1.9 Services - known

[3.7] Details: Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent.

12.1.10 Protection of trees

[3.9] Specific requirements: All trees on the site outside of the position of the proposed structure must be protected.

12.1.11 Inspection of adjoining properties [3.11] Specific requirements: The contractor must inspect adjoining properties and immediately bring to the notice of the Principal Agent of any consequences that may arise from the building works.

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12.1.12 Enclosure of the works

[6.2] Specific requirements: The contractor shall enclose the works as required by the Occupational Health and Safety Act.

12.1.13 Offices

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

12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3000 x 3420mmm all as per EPWP requirements constructed of suitable boarding with flat smooth surface and with edging bead 40mm thick all round.

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 EPWP "orange" with 40mm wide white dividing lines. All wording shall be inscribed in black painted sans serif lettering.

Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent.

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements: *NO*

12.1.16 **Water**

[7.2] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

12.1.17 **Electricity**

[7.3] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

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12.1.18	Telecommunications		
[7.4]	<u>Telephone</u>	(YES)	
	<u>Facsimile</u>	(NO)	
	<u>E-mail</u>	(YES)	
12.1.19	Ablution facilities		
[7.5]	<u>Option A (by contractor)</u>	(YES)	
	Option B (by employer)	(NO)	
12.1.20	Protection of existing/sectionally occupied works		
[11.2]	Protection is required (Only when existing buildings)	(YES)	
12.1.21	Special attendance		
[9.2]	Electrical sub-contractor (1) details: Site Meetings		
12.1.22	Protection of works		
[11.1]	Specific requirements:		
	The contractor shall protect the works for the duration of the contract.		
12.1.23	Disturbance		
[11.5]	Specific requirements:		
	The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
12.1.24	Environmental disturbance		
[11.6]	Specific requirements: None		
12.2	POST-TENDER INFORMATION		
12.2.1	Payment of preliminaries		
[10.2]	Option A (prorated)	(NO)	
	Option B (calculates)	(YES)	
12.2.2	Adjustment of preliminaries		
[10.3]	Option A (three categories)	(YES)	
	Option B (detailed breakdown)	(YES)	
12.2.3	Additional agreed preliminaries items		
	Details: N/A		
		Carried to Collection	R
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SCHEDULE OF SUPPLEMENTARY INFORMATION

NOTE:

The information listed below is in respect of certain clauses in the Preliminaries, requiring the supplementary information

Amount of insurance against injury to person or property in respect of any single occurrence **R 5 million**

Amount of insurance against removal of support to adjoining properties in respect of any single occurrence

Not specifically prescribed

Contract period -

42 (Forty Two) months

The date for site handover :- TBA

Amount of penalty per day on which the completion of the works may be in arrears:

R0.01 per R100 of contract value per day (Excluding VAT)

Specification of materials and methods to be used:

Specification of Materials and Methods to be used - **PW 371, Fourth Revision, October 1993**

Edition of Standard System of measuring building work:

Sixth Edition including the latest amendments

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

102

C1 CONTRACT 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 executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____

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103	<p>C2 GENERAL PREAMBLES</p> <p>The document “Specification of Materials and Methods to be used (PW371)” is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
104	<p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the bills of quantities, 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</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
105	<p>C4 IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (T2.2q) to be completed by tenderer)</p> <p>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)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
106	<p>C5 VIEWING THE SITE IN SECURITY AREAS</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
	<p style="text-align: right;">Carried to Collection</p> <p>Bill No. 1 Preliminaries</p>	R

107	<p>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
108	<p>C7 ENTRANCE PERMITS TO SECURITY AREAS</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	N/A	
109	<p>C8 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</p> <p>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: _____ Value related: _____ Time related: _____</p>	N/A	
110	<p>C9 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</p> <p>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: _____ Value related: _____ Time related: _____</p>	Item	
	Carried to Collection	R	
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	<p>C10 HIV/AIDS AWARENESS</p> <p>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. 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. Also see Part C3.6 Social and Economic Deliverables F1</p> <p>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 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>		
111	<p>C10.1 AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
112	<p>C10.2 AWARENESS WORKSHOPS</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
113	<p>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	Carried to Collection	R	
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114 **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: _____

Item

115 **C10.5 MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

116 **C11 OCCUPATIONAL HEALTH AND SAFETY ACT**

The contractor shall comply with 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 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 A3.10 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: _____

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C13 LABOUR-INTENSIVE WORKS

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the **'Specification for social and economic deliverables in construction works contracts'**.

117	C13.1 LABOUR INTENSIVE
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Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Fixed: _____ Value related: _____ Time related: _____

Item

118	C14	LOCAL LABOUR
-----	------------	---------------------

It is an express condition of Contract that only local people (resident within the local area) may be employed on the contract. Provided that adequate labour is not available from the local area, other labour may be employed / imported subject to satisfactory proof being provided that every effort was made to employ local residents. The contractor shall liaise with the Community Liason Officer and local authorities and negotiate with them about the employment of local labour in the building process. The contractor shall in general maximize the involvement of local communities.

The abovementioned condition does not apply to the contractors permanent staff and specialist related work e.g. blasting of rock, etc.

Detailed records of actual labour employed on site shall be submitted to the Principal Agent on a monthly basis.

Fixed: Value related: Time related:

Item

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119	<p>C15 USE OF LOCAL SMME's</p> <p>It is the requirement of the client that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) on the project and at least 30% of the total cost of the building works is allocated to local SMME's.</p> <p>The contractor is to submit details of this plan to the principal agent to achieve this aspect, within five working days of being requested to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment amount equal to 10% of the financial shortfall that would have achieved this target.</p> <p>The contractor will be formally monitored on this aspect and must report thereon in monthly reports. All the requirements of the aforesaid, including the submission of the monthly reports, are to be priced hereunder. No additional items or extras in this regard will be entertained.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
120	<p>C16 REGISTERED PROFESSIONAL WITHIN THE BUILT ENVIRONMENT</p> <p>The successful bidder must employ or have employed a registered professional within the built environment (ECSA, SACPCMP, SACAP, or SACQSP) within 21 days upon receipt of the appointment letter.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
121	<p>C17 SUBCONTRACTING</p> <p>The bidder shall not subcontract more than 25% of the value of the contract to service providers or subcontractors who score less B-BBEE points.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
<p style="text-align: right;">Carried to Collection</p>		R
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Preliminaries			

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Item No	Labour Ref		Unit	Quantity	Rate	Amount
		<p><u>EARTHWORKS</u> <u>(PROVISIONAL)</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p><u>Nature of material to be excavated:</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock".</p> <p><u>Carting away of excavated material:</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site.</p>				
		<p style="text-align: right;">Carried to Collection</p> <p>Bill No. 2 Earthworks</p>			R	

<p>LI</p> <p>1</p>	<p><u>Dewatering of excavations:</u></p> <p>The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water</p> <p><u>Density testing on filling:</u></p> <p>Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally.</p> <p><u>Imported fill:</u></p> <p>"Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively"</p> <p><u>Reinforced Raft Foundations:</u></p> <p>The Tenderer is referred to the Procedures and Acceptance Criteria for the Construction of Reinforced Raft Foundations attached to this Document.</p> <p><u>EXCAVATION, ETC</u></p> <p><u>Site clearance etc:</u></p> <p>Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.</p>	<p>m2</p>	<p>20</p>	
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LI	<u>Excavation in earth not exceeding 2m deep:</u>				
2	Trenches.	m3	2,060		
3	Bases.	m3	18		
4	Reduced levels under floors.	m3	1,212		
	<u>Extra over trench and hole excavations in earth for excavation in:</u>				
5	Soft rock.	m3	446		
6	Hard rock.	m3	223		
LI	<u>Extra over all excavations for carting away:</u>				
7	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	3,165		
	<u>Risk of collapse of excavations:</u>				
8	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	8,006		
	<u>Keeping excavations free of water:</u>				
9	Keeping excavations free from mud and all water including subterranean sources.		Item		
	<u>EARTH FILLING, ETC.</u>				
LI	<u>Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 95% Mod. AASHTO density:</u>				
10	Backfilling to trenches, holes, etc.	m3	125		
11	Under floors, steps, pavings, etc.	m3	34		
	Carried to Collection				
	Bill No. 2				
	Earthworks				
				R	

LI	<u>Earth filling supplied by the contractor compacted to 95% Mod AASHTO density:</u>				
12	(G6) Material under floors, steps, pavings, etc.	m3	1,163		
LI	<u>Coarse river sand filling supplied by the contractor:</u>				
13	Under floors etc. (Provisional).	m3	119		
LI	<u>Compaction of surfaces:</u>				
14	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m2	8,580		
	<u>Prescribed density tests on filling:</u>				
15	Allow for compaction tests by an approved laboratory to determine density of filling material.	No	126		
0	<u>PROTECTION AGAINST TERMITES</u>				
0	<u>Soil insecticide:</u>				
16 0	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	18,356		
<p style="text-align: right;">Carried to Collection</p> <p>Bill No. 2 Earthworks</p>				R	

Item No	Labour Ref		Unit	Quantity	Rate	Amount
		<p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p><u>Cost of tests:</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).</p>				
		<p style="text-align: right;">Carried to Collection</p> <p>Bill No. 3 Concrete, Formwork and Reinforcement</p>			R	

Formwork:

Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.

Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.

Reinforced Raft Foundations:

The Tenderer is referred to the Procedures and Acceptance Criteria for the Construction of Reinforced Raft Foundations attached to this Document.

**UNREINFORCED CONCRETE
CAST AGAINST EXCAVATED
SURFACES**

Carried to Collection

Bill No. 3
Concrete, Formwork and Reinforcement

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Test blocks:

Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).

No

287

CONCRETE SUNDRIES

'Isoboard' high density 32-36kg/m3 rigid extruded polystyrene 100% closed cell boarding with shiplap joints:

40mm thick built in vertically between excavated surface and raft beam.

m2

7,531

25mm thick built in horizontally between sand bed and raft slab.

m2

5,561

LI

Finishing top surfaces of concrete smooth with a wood float:

Surface beds, slabs, etc

m2

544

Surface beds to falls.

m2

232

Sloping and splayed tops of beams,
walls, etc. not exceeding 300mm girth.

m

63

Grooves, channels, mortices, sinkings, etc in concrete:

20 x 20mm Chamfer to slab.

m

271

20 x 20mm Drip Groove to slab.

m

30

25 x 25mm Quadrant Drip Groove to slab.

m

84

45mm tapering to 30mm x 20mm deep
Drip Groove to slab.

m

63

ROUGH FORMWORK (DEGREE OF ACCURACY III) (CPAP Work Group No 111)

Carried to Collection

Bill No. 3
Concrete, Formwork and Reinforcement

R

	<u>Rough Formwork to Sides and Soffits:</u>				
22	Slabs propped up not exceeding 3,5m high.	m2	559		
23	Beams propped up not exceeding 3,5m high.	m2	542		
24	Beams propped up exceeding 5m not exceeding 6,5m high.	m2	191		
	<u>Extra on formwork for boxing or blocking in or boxing out to form:</u>				
25	50 x 125mm high Nib on suspended beam.	m	14		
26	125 x 125mm high Nib on suspended beam.	m	12		
27	Semi-Circular suspended beam (1122mm radius) 405mm wide including 125 x 125mm nib.	m	6		
28	75mm Diameter opening through 200mm thick slab.	No	2		
29	450 x 600mm opening through 175mm thick slab.	No	2		
	<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
	<u>Rough formwork to sides:</u>				
30	Raft beams.	m2	1,423		
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY I)</u>				
	<u>Smooth Formwork to Sides:</u>				
31	Rectangular columns not exceeding 3,5 m above bearing level.	m2	179		
	Carried to Collection				
	Bill No. 3				
	Concrete, Formwork and Reinforcement				
				R	

32	Rectangular columns exceeding 5m not exceeding 6.5m in height above bearing level.	m2	157	
33	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	528	
	<u>MOVEMENT JOINTS ETC</u>			
	<u>Two layers of 3 ply maltoid on and including 10mm mortar layer in 1:3 mix:</u>			
34	Not exceeding 300mm wide.	m	306	
	<u>Expansion joints with 'Jointex' light weight, cross linked, closed cell, expanded Polyethylene joint former with a hinged temporary blocking piece between vertical concrete or brick surfaces:</u>			
35	10mm Joints (Provisional).	m2	309	
36	10mm Joints not exceeding 300mm high (Provisional).	m	192	
	<u>'Sikaflex-Pro 2HP' sealing compound:</u>			
37	10 x 10mm In vertical expansion joints between concrete and brick surfaces.	m	634	
	<u>REINFORCEMENT (PROVISIONAL)</u>			
LI	<u>Fabric reinforcement:</u>			
38	REF. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m2	222	
39	REF. 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	112	
	Carried to Collection			
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	Concrete, Formwork and Reinforcement			
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Bill No. 3		
Concrete, Formwork and Reinforcement		
<u>COLLECTION</u>		
	Page No	Amount
Total Brought Forward from Page No.	43	
	44	
	45	
	46	
	47	
	48	
	49	
Carried to Summary		
Bill No. 3		
Concrete, Formwork and Reinforcement		

Labour Ref	Item No	Unit	Quantity	Rate	Amount
	<p><u>MASONRY</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p><u>Sizes in descriptions:</u></p> <p>Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.</p> <p><u>Face bricks:</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour.</p> <p><u>Pointing:</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, and cleaning etc.</p> <p><u>Samples, etc:</u></p> <p>Rates for brickwork, faced brickwork, etc shall include for all required samples.</p>				
	<p>Carried to Collection</p> <p>Bill No. 4</p> <p>Masonry</p>			R	