

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<p><b>SECTION 1 - PRELIMINARY AND GENERAL</b></p> <p>The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:</p> <p><b>Section A</b></p> <p>Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement. Certain clauses have been modified by the Department and must be inserted unaltered into the Bills of Quantities / Lump Sum Document.</p> <p>The Quantity Surveyor / Project Manager must ensure that the clauses that have been modified by the Department in this section are identical to those reflected in clause 42.4.7 of the Schedule of Contract Variables (Contract Data DPW-04EC)</p> <p>The Schedule of Contract Variables (Contract Data DPW-04EC) also requires the insertion of additional information pertinent to the contract</p> <p><b>Section B</b></p> <p>Section B lists the clauses of and refers directly to the JBCC Preliminaries</p> <p>The Schedule of Variables requires the insertion of additional information pertinent to the contract</p> <p><b>Section C</b></p> <p>Section C contains specific preliminary items. All items must be scrutinized and any item which is not appropriate must be marked N/A (Not Applicable)</p> <p>Any new items which may be necessary for a particular service must be inserted at the end of Section C</p>				
		<b>TOTAL CARRIED FORWARD</b>			R	

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	<b>A1.0</b>	<p><b>SECTION 1</b></p> <p><b>MEANING OF TERMS "TENDER / TENDERER"</b> 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><b>PRELIMINARIES</b> 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><b>PRICING OF PRELIMINARIES</b></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><b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b></p> <p><b>DEFINITIONS</b></p> <p><b>DEFINITIONS AND INTERPRETATION</b></p> <p><u>Clause 1.0</u> Clause 1.1 Definition of "Commencement Date" is added:</p> <p><u>"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</u></p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p> <p>"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</p> <p>Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:</p> <p>"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion</p> <p>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.</p> <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p>				
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		<p>"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.</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>"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).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>Clause 1.6</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following: No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____ Item</p>				
	<b>A2.0</b>	<p><b>OBJECTIVE AND PREPARATION OFFER, ACCEPTANCE AND PERFORMANCE</b></p> <p><u>Clause 2.0</u> Fixed: _____ Value related: _____ Time related: _____ Item</p>				
	A3.0	<p>DOCUMENTS 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>				
	A4.0	<p>DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p>	item			
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	Clause 8.0	<p>Clause 4.3 is amended by replacing it with the following: No clause Fixed: _____ Value related: _____ Time related: _____ Item <b>EMPLOYER'S AGENTS</b></p> <p>Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>SITE REPRESENTATIVE</b></p> <p>Clause 6.0 Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>COMPLIANCE WITH REGULATIONS</b></p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>WORKS RISK</b></p> <p>Clause 8.0 Fixed: <input checked="" type="checkbox"/> X _____ Value related: _____ Time related: <input checked="" type="checkbox"/> X _____ Item</p> <p><b>INDEMNITIES</b></p> <p>Clause 9.0 Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>WORKS INSURANCES</b></p> <p>Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: <b>10.5 Damage to the Works</b></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> <p>(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</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p>	item			
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		<p>(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</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p><u>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works, unless due to any act or negligence of any person for whose actions the employer is legally liable</u></p> <p>(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</p> <p><b>(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</b></p> <p><u>(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</u></p> <p>(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</p> <p>10.7 High risk insurance</p> <p><b>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:</b></p>				
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		<p>10.7.1 Damage to the works</p> <p>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</p> <p>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</p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b> The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>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</b></p> <p><b>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</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>	Item	1		
	Clause 11.0	<p><b>LIABILITY INSURANCES</b> Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>	Item	1		
		<p><b>EFFECTING INSURANCES</b> Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>No Clause</b></p>				
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	Clause 14.0	<p><b>SECURITY</b> Clause 14.0 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 provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p>				
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		<p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p>				
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		<p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>EXECUTION</b> <b>PREPARATION FOR AND EXECUTION OF THE WORKS</b> Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0</p> <p>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</p> <p>Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b>                      <b>1</b></p>				
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		<p><b>ACCESS TO THE WORKS</b></p> <p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SETTING OUT OF THE WORKS</b></p> <p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>ASSIGNMENT</b></p> <p>Clause 19.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>NOMINATED SUBCONTRACTORS</b></p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SELECTED SUBCONTRACTORS</b></p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with: No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
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Clause 22.0		<p><b>EMPLOYER'S DIRECT CONTRACTORS</b></p> <p>Clause 22.0</p> <p>Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b></p> <p>Clause 23.0</p> <p>Fixed: _____ Value related: _____ Time related: _____ Item</p> <p><b>COMPLETION</b></p> <p><b>PRACTICAL COMPLETION</b></p> <p>Clause 24.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>WORKS COMPLETION</b></p> <p>Clause 25.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>FINAL COMPLETION</b></p> <p>Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 27.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>SECTIONAL COMPLETION</b></p> <p>Clause 28.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>REVISION OF DATE FOR PRACTICAL COMPLETION</b></p> <p>Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
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Clause 30.0		<p><b>PENALTY FOR NON-COMPLETION</b></p> <p>Clause 30.0 Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>PAYMENT</b> <b>INTERIM PAYMENT TO THE CONTRACTOR</b></p> <p>Clause 31.0 Clause 31.5.2 is amended by replacing "14.7.1" with "14.0" Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p><b>Alternative A</b></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> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>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</p> <p><b>Alternative B</b></p> <p>31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>ADJUSTMENT TO THE CONTRACT VALUE</b></p> <p>Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>RECOVERY OF EXPENSE AND LOSS</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2 Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</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> <p style="text-align: right;"><b>Item</b></p> <p><b>PAYMENT TO OTHER PARTIES</b></p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CANCELLATION</b></p> <p><b>CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT</b></p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
	Clause 37.0	<p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</b></p> <p>Clause 37.0 Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</b></p> <p>Clause 38.0 Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CANCELLATION – CESSATION OF THE WORKS</b></p> <p>Clause 39.0 Clause 39.3.5 is amended by the addition of the following at the end of the sentence: “within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>DISPUTE SETTLEMENT</b></p> <p>Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:  No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:  Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SUBSTITUTE PROVISIONS STATE CLAUSES</b></p> <p>Clause 41.0 Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE (DPW-04EC)</b> Clause 42.0 Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>SECTION B: JBCC PRELIMINARIES</b></p> <p><b>DEFINITIONS AND INTERPRETATION</b></p> <p><i>Definitions and interpretation</i></p> <p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>DOCUMENTS</b></p> <p><i>Checking of documents</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Provisional bills of quantities</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Availability of construction documentation</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Interests of agents</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Priced documents</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Tender submission</i></p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>THE SITE</b></p> <p><i>Defined works area</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Geotechnical investigation</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Inspection of the site</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Existing premises occupied</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><i>Previous work – dimensional accuracy</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p style="text-align: right;"><b>Item</b></p> <p><b>Previous work – defects</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Services – known</b> Fixed: _____ Value related: _____ Time related: _____</p> <p><b>Services – unknown</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Protection of trees</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Articles of value</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Inspection of adjoining properties</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>MANAGEMENT OF CONTRACT</b></p> <p><b>Management of the works</b> Fixed: <input checked="" type="checkbox"/> _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Programme for the works</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Progress meetings</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Technical meetings</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Labour and plant records</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b></p> <p><b>Samples of materials</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Workmanship samples</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	



		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>Special attendance</b> Fixed: _____ Value related: _____ Time related: _____</p> <p><b>Commissioning – fuel, water and electricity</b> Fixed: _____ Value related: _____ Time related: _____</p> <p><b>FINANCIAL ASPECTS</b></p> <p><b>Statutory taxes, duties and levies</b> Fixed: _____ Value related: _____ Time related: _____</p> <p><b>Payment for preliminaries</b> Fixed: _____ Value related: _____ Time related: _____</p> <p><b>Adjustment of preliminaries</b> Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) working days of taking possession of the site” with “when submitting his priced bills of quantities ” Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Payment certificate cash flow</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>GENERAL</b></p> <p><b>Protection of the works</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Protection / isolation of existing / sectionally occupied works</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Security of the works</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b>      1</p> <p><b>Notice before covering work</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Disturbance</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Environmental disturbance</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			R	
		<p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Instruction manuals and guarantees</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>As built information</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Tenant installations</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SCHEDULE OF VARIABLES</b> <b>Schedule of variables</b> Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> <p>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 <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p> <p><b>PRE-TENDER INFORMATION</b> <b>Provisional bills of quantities</b> <i>The quantities are provisional (yes/no)</i></p> <p><b>Availability of construction documentation</b> <i>Construction documentation is complete (yes/no)</i></p> <p><b>Interests of agents</b> Details:</p> <p><b>Defined works area</b> Details:</p> <p><b>Geotechnical investigation</b> Details:</p> <p><b>Existing premises occupied</b> Specific requirements:</p> <p><b>Previous work – dimensional accuracy</b> Details:</p> <p><b>Previous work – defects</b> Details:</p> <p><b>Service – known</b> Details:</p>				
		<b>TOTAL CARRIED FORWARD</b>			R	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p>Should the <b>contractor</b> encounter any existing services such as underground cables, pipes or sewer during the execution of the <b>works</b> he shall notify the <b>principal agent</b> immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the <b>principal agent</b>.</p> <p><b>Protection of trees</b> Specific requirements:</p> <p>Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged.</p> <p><b>Inspection of adjoining properties</b> Specific requirements:</p> <p>The <b>contractor</b> shall make his own arrangements with owners of adjoining properties in order to execute the <b>works</b>.</p> <p><b>Enclosure of the works</b> Specific requirements: The contractor shall provide, erect, maintain, remove and make good on completion of the works a suitable fence with access gates as necessary for the enclosure of the works and the protection of the public, all to the satisfaction of the principal agent and the Local Authority.</p> <p><b>Offices</b> Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> <p><b>Main notice board</b> Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.</p> <p><b>Subcontractors' notice board</b> A notice board is required (yes/no) Specific requirements:</p> <p><b>Water</b> Option A (by contractor) (yes/no)  Option B (by employer – free of charge) (yes/no)  Option C (by employer – metered) (yes/no)</p> <p><b>Electricity</b> Option A (by contractor) (yes/no)  Option B (by employer – free of charge)  Option C (by employer – metered)</p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			R	
		<p><b>Telecommunications</b> Telephone</p> <p>Facsimile</p> <p>E-mail No</p> <p><b>Ablution facilities</b> Option A (by contractor)</p> <p>Option B (by employer)</p> <p><b>Protection of existing/sectionally occupied works</b> Protection is required</p> <p><b>Special attendance</b> <b>Subcontractor (1) details:</b></p> <p><b>Subcontractor (2) details:</b></p> <p><b>Subcontractor (3) details:</b></p> <p><b>Subcontractor (4) details:</b></p> <p><b>Protection of the works</b> Specific requirements:</p> <p><b>Disturbance</b> 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</p> <p><b>Environmental disturbance</b> Specific requirements:</p> <p><b>POST-TENDER INFORMATION</b> <b>Payment of preliminaries</b></p> <p>Option A (prorated) (YES/NO)</p> <p>Option B (calculated) (YES/NO)</p> <p><b>Telecommunications</b> Telephone</p> <p>Facsimile</p> <p>E-mail No</p> <p><b>Ablution facilities</b> Option A (by contractor)</p> <p>Option B (by employer)</p> <p><b>Protection of existing/sectionally occupied works</b> Protection is required</p>				
		<b>TOTAL CARRIED FORWARD</b>			R	

		<b>TOTAL BROUGHT FORWARD</b>			R	
		<p><b>Special attendance</b> Subcontractor (1) details:</p> <p>Subcontractor (2) details:</p> <p>Subcontractor (3) details:</p> <p>Subcontractor (4) details:</p> <p><b>Protection of the works</b> Specific requirements:</p> <p><b>Disturbance</b> 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</p> <p><b>Environmental disturbance</b> Specific requirements:</p> <p><b>POST-TENDER INFORMATION</b> <b>Payment of preliminaries</b> Option A (prorated) (YES/NO) Option B (calculated) (YES/NO)</p> <p><b>Adjustment of preliminaries</b> Option A (three categories) (YES/NO) Option B (detailed breakdown) (YES/NO)</p> <p><b>Additional agreed preliminaries items</b> Details:</p>				
		<b>TOTAL CARRIED FORWARD</b>			R	

		<b>TOTAL BROUGHT FORWARD</b>			R	
		<p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p><b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>CONTRACT DRAWINGS</b></p> <p>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 <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>GENERAL PREAMBLES</b></p> <p><u>The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used</u></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, 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 <b>principal agent</b> 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> <p style="text-align: right;"><b>Item</b></p> <p><b>IMPORTED MATERIALS AND EQUIPMENT</b></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 DPW-23(EC) to be completed by tenderer)</p>				
		<b>TOTAL CARRIED FORWARD</b>			R	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<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: _____ Item _____</p> <p><b>HIV/AIDS AWARENESS</b></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 / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</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 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p><b>AWARENESS CHAMPAIGN</b></p> <p><b>Selection, appointment, briefing and making available of an Awareness Champaign including provision of all relevant services, all in accordance with the HIV/AIDS Specification</b></p> <p>Fixed: _____ Value related: _____ Time related: _____ Item _____</p> <p><b>AWARENESS WORKSHOPS</b></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> <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 DPW-23(EC) to be completed by tenderer)</p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<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> <p style="text-align: right;"><b>Item</b></p> <p><b>HIV/AIDS AWARENESS</b></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 / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</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 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p><b>AWARENESS CHAMPAIGN</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champaign including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>AWARENESS WORKSHOPS</b></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, 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>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>POSTERS, BOOKLETS, VIDEOS, ETC.</b></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> <p style="text-align: right;"><b>Item</b></p> <p><b>ACCESS TO CONDOMS</b></p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>MONITORING</b></p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>OCCUPATIONAL HEALTH AND SAFETY ACT &amp; CONSTRUCTION REGULATION</b></p> <p>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 . Provision for pricing thereof is made under item C11.1 to C11.13 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.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>All references hereunder are to Regulation of the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p>The Contractor shall, in submitting his bid, demonstrate that he has made provision for the const of compliance with the specified health and safety requirements, the Act and Construction Regulations.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>NOTIFICATION OF CONSTRUCTIN WORK (Regulation 3)</b></p> <p>The Contractor shall before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3. The Contractor shall submit the notification in writing, on the approved from, prior to commencement of work</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>HEALTH AND SAFETY PLAN (Regulation 5)</b></p> <p>The Contractor shall provide and demonstrate to the Principal Agent a suitable and sufficiently documented heath and safety plan based on the Act, Construction Regulations and the health and safety specification, which shall be applied from the date of commencement of and fore the duration of the construction work. The Contractor shall ensure that a copy of the health and safety plan is available on request to an employee, inspector, sub-contractor or principal agent all in terms of Regulation 5</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>REGISTRATION WITH THE COMPENSATION FUND (Regulation 5.3f)</b></p> <p>The Contractor shall provide proof of his registration and good standing with the Compensation Fund or licensed compensation insurer prior to the commencement of the work</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>HEALTH AND SAFETY FILE (Regulation 4.2)</b></p> <p>The Contractor shall ensured that a health and safety file, which shall include all documentation required in terms of the health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Principal Agent.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>SUPERVISION OF CONSTRUCTION WORK (SAFETY OFFICER) (Regulation 6)</b></p> <p>The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction.</p> <p>The Contractor shall appoint a full-time of part-time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and the Construction Regulations are adhere to. Refer to Regulation 6</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>RISK ASSESSMENT AND SAFETY POLICY (Regulation 7)</b></p> <p>Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available an site at all times for inspection.</p> <p>The Contractor shall at all time carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazard and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>SIGNIFICANT HAZARDA IDENTIFICATION RISK ASSESSMENT PREPARED BY THE DESIGN CONSULTANT</b></p> <p>The Contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>ADDITIONAL FINANCIAL PROVISIONS</b></p> <p>The Contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not been specifically elsewhere provided.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED FORWARD</b>			<b>R</b>	

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><b>FALL PROTECTION PLAN (Regulation 8)</b></p> <p>The Contractor shall, before commencing any construction work submit a fall protection plan identified all steps to be taken in order to ensure the continued adherence to the fall protection plan and shall include a risk assessment of all work carried out from an relevant position. The fall protection plan shall from part of the health and safety plan and file</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>PHYSICAL AND PSYCHOLOGICAL FITNESS (Regulation 8.2(b))</b></p> <p>The Contractor and Sub-contractors shall before commencing any construction work submit proof of his employees that shall carried out work from an elevated position their physical and psychological fitness. And shall record in the health and safety file.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>CONSTRUCTION VECHILES AND MOBILE PLANT</b></p> <p>The Contractor and the Sub-contractor shall ensure that all operated workers received training and been certified competent to operate such vehicle, and are physical and psychological fit to operate such construction vehicles and mobile plants. And shall be recorder in the health and safety plan</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>TRAINING</b></p> <p>The Contractor and the Sub-contractor shall, before commencing any construction work, submit his training program to all his employees. This program shall from part of the healt and safety plan.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>DEMOLITION</b></p> <p>The Contractor shall, before sny demolition work shall coarried out, submit all method of demolition to be used. This method shall form part of the health and safety plan and file</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>				
		<b>TOTAL CARRIED TO SUMMARY</b>			<b>R</b>	

	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>EXTERNAL WORKS</u></b></p> <p>For preambles see preambles for all trades</p> <p><b>EXCAVATIONS</b></p> <p><u>Excavation in earth not exceeding 2m deep</u></p> <p>Excavation to reduce levels under paving not exceeding 2.0m deep</p> <p><b>SUNDRIES</b></p> <p>Cart away excavated material to a suitable site established by the contractor</p> <p>Compaction of surfaces</p> <p>Compaction of ground surface under floors etc. including <b>scarifying for depth of 150mm, breaking down oversize</b> material, adding suitable material where necessary and compacting to 93% Mod AASTHO density</p> <p><b>FILLING</b></p> <p>Approved G5 gravel filling supplied by contractor compacted to 98% Mod AASTHO under paving and concrete channel</p> <p><b><u>SOIL POISONING WITH GUARANTEE</u></b></p> <p>Approved weedkiller soil poisoning under paving, etc.</p> <p><b>PAVING, ETC.</b></p> <p>80mm Interlocking paving including 25mm sand layer</p> <p><b><u>CONCRETE, ETC</u></b></p> <p>Concrete 20Mpa in edge of paving</p> <p><b>FENCING</b></p> <p><b><u>Taking down and removing fencing</u></b></p> <p>1.8m precast palisade wall fence</p> <p>3m diamond mesh fence</p> <p><b><u>SITE CLEARANCE ETC</u></b></p> <p><u>Site clearance</u></p> <p>Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth</p> <p><b><u>REMOVAL OF TREES ETC</u></b></p> <p><u>Taking out and removing, grubbing up roots and filling in holes</u></p> <p>Tree stump exceeding 200mm and not exceeding 500mm girth</p>				
		m <sup>3</sup>	85		
		m <sup>3</sup>	40		
		m <sup>2</sup>	325		
		m <sup>3</sup>	85		
		m <sup>2</sup>	630		
		m <sup>2</sup>	630		
		m <sup>3</sup>	6		
		m	295		
		m	130		
		m <sup>2</sup>	850		
		No	30		
	<b>TOTAL CARRIED FORWARD</b>				<b>R</b>

		<b>TOTAL BROUGHT FORWARD</b>			<b>R</b>	
		<p><u>Steel Security fence coating galvanized panel high density mesh panel aperture size (centres) 76.2x 12.7mm high x 3mm diameter wire with deep each primer and epoxy enamel finish/ PVC coat all as per manufacturers specification.</u></p> <p>Security fence high density mesh panel complete security fencing system in panels 2997 x 2400mm high from NGL, including taper locking post 2400mm space high fixed to 3000mm high from NGL pole at 3.00m c/c, with concrete footings etc. complete.</p>	m	355		
		<b>TOTAL CARRIED TO SECTION 2 SUMMARY</b>			<b>R</b>	

		<b>SECTION 2 SUMMARY - BUILDING WORK</b>				
		BILL NO 1 - EXTERNAL WORKS				
		<b>TOTAL TO FINAL SUMMARY</b>			<b>R</b>	

