

SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

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

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)

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

91

R. N. 127

SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

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:.....

Item

EXECUTION

14 **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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R

Section No. 1
Bill No. 1
PRELIMINARIES

92

MS R.N.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed:..... Value related:..... Time related:.....

Item

15 A16 ACCESS TO THE WORKS

Clause 16.0

Fixed:..... Value related:..... Time related:.....

Item

16 A17 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"

Fixed:..... Value related:..... Time related:.....

Item

17 A18 SETTING OUT OF THE WORKS

Clause 18.0

Fixed:..... Value related:..... Time related:.....

Item

18 A19 ASSIGNMENT

Clause 19.0

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

93

Handwritten signature and initials: R.M.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

19 A20 NOMINATED SUB-CONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed:..... Value related:..... Time related:.....

Item

20 A21 SELECTED SUBCONTRACTORS

Clause 21.0

Clause 21 is amended by replacing it with:

No Clause

Fixed:..... Value related:..... Time related:.....

Item

21 A22 EMPLOYER'S DIRECT CONTRACTORS

Clause 22.0

Fixed:..... Value related:..... Time related:.....

Item

22 A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS

Clause 23.0

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

94

221 R. M.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

COMPLETION

23 A24 PRACTICAL COMPLETION

Clause 24.0

Fixed:..... Value related:..... Time related:.....

Item

24 A25 WORK'S COMPLETION

Clause 25.0

Fixed:..... Value related:..... Time related:.....

Item

25 A26 FINAL COMPLETION

Clause 26.0

Clause 26.1.2is amended by inserting "#" next to 26.1.2

Fixed:..... Value related:..... Time related:.....

Item

26 A27 LATENT DEFECTS LIABILITY PERIOD

Clause 27.0

Fixed:..... Value related:..... Time related:.....

Item

27 A28 SECTIONAL COMPLETION

Clause 28.0

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

95

Rd

R.M.

SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

28 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed:..... Value related:..... Time related:.....

Item

29 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed:..... Value related:..... Time related:.....

Item

PAYMENT

30 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

31 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:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

96

27 R.M.

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SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

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:

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

Fixed:..... Value related:..... Time related:.....

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

97

MS R. R.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

33 A32 ADJUSTMENT TO THE CONTRACT VALUE

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:

"due to no fault of the **contractor**"

Fixed:..... Value related:..... Time related:.....

Item

34 A33 RECOVERY OF EXPENSE AND LOSS

Clause 33.0

Fixed:..... Value related:..... Time related:.....

35 A34 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by removing "#" 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"

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed:..... Value related:..... Time related:.....

Item

36 A35 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

98

RJ R.M.

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

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

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

99

RS R. M.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

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

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

Fixed:..... Value related:..... Time related:.....

Item

38 A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT

Clause 38.0

Clauses 38.5.4 is amended by replacing "ninety (90) with "one hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

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

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

100

WJ R.A.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

39 **A39 CESSATION - CANCELLATION OF THE WORKS**

Clause 39.0

Clauses 39.3.5 is amended by the addition of the following at the end of the sentence "within one hundred and twenty (120) **working days** of completion of such a report"

Fixed:..... Value related:..... Time related:.....

Item

40 **A40 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed:..... Value related:..... Time related:.....

Item

SUBSTITUTE PROVISIONS

41 **A41 STATE CLAUSES**

Clause 41.0

Fixed:..... Value related:..... Time related:.....

Item

CONTRACT VARIABLES

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

101

NS R. M.

THE SCHEDULE

42 A42 PRE-TENDER INFORMATION

Clause 42.0

Tenderers are referred to the Contract Data

Fixed:..... Value related:..... Time related:.....

Item

SECTION B: JBCC PRELIMINARIES

1: DEFINITIONS AND INTERPRETATION

43 *Definitions and interpretation*

See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section

Fixed:..... Value related:..... Time related:.....

Item

2: DOCUMENTS

44 *Checking of documents*

Fixed:..... Value related:..... Time related:.....

Item

45 *Provisional bills of quantities*

Fixed:..... Value related:..... Time related:.....

Item

46 *Availability of construction documentation*

Fixed:..... Value related:..... Time related:.....

Item

47 *Interests of agents*

Fixed:..... Value related:..... Time related:.....

Item

48 *Priced documents*

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

102

NG R. N.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

49 ***Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Invitation to Bid: (PA-32)"

Fixed:..... Value related:..... Time related:.....

Item

3: THE SITE

50 ***Defined works area***

Fixed:..... Value related:..... Time related:.....

Item

51 ***Geotechnical investigation***

Fixed:..... Value related:..... Time related:.....

Item

52 ***Inspection of the site***

Fixed:..... Value related:..... Time related:.....

Item

53 ***Existing premises occupied***

Fixed:..... Value related:..... Time related:.....

Item

54 ***Previous work - dimensional accuracy***

Fixed:..... Value related:..... Time related:.....

Item

55 ***Previous work - defects***

Fixed:..... Value related:..... Time related:.....

Item

56 ***Services - known***

Fixed:..... Value related:..... Time related:.....

Item

57 ***Services - known***

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

103

129 R.N. 1

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

58	Protection of trees Fixed:..... Value related:..... Time related:.....	Item
59	Articles of value Fixed:..... Value related:..... Time related:.....	Item
60	Inspection of adjoining properties Fixed:..... Value related:..... Time related:.....	Item
<u>4: MANAGEMENT OF CONTRACT</u>		
61	Management of the works Fixed:..... Value related:..... Time related:.....	Item
62	Programme for the works Fixed:..... Value related:..... Time related:.....	Item
63	Progress meetings Fixed:..... Value related:..... Time related:.....	Item
64	Technical meetings Fixed:..... Value related:..... Time related:.....	Item
65	Project Steering Committee meetings Fixed:..... Value related:..... Time related:.....	Item
66	Labour and plant records Fixed:..... Value related:..... Time related:.....	Item

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

10.4

NS R.M.

**5: SAMPLES, SHOP DRAWINGS AND
MANUFACTURERS' INSTRUCTIONS**

67 ***Samples of materials***

Fixed:..... Value related:..... Time
related:.....

Item

68 ***Workmanship samples***

Fixed:..... Value related:..... Time
related:.....

Item

69 ***Shop drawings***

Fixed:..... Value related:..... Time
related:.....

Item

70 ***Compliance with manufacturer's instructions***

Fixed:..... Value related:..... Time
related:.....

Item

6: TEMPORARY WORKS AND PLANT

71 ***Deposits and fees***

Fixed:..... Value related:..... Time
related:.....

Item

72 ***Enclosure of the works***

Fixed:..... Value related:..... Time
related:.....

Item

73 ***Advertising***

Fixed:..... Value related:..... Time
related:.....

Item

74 ***Plant, equipment, sheds and offices***

Fixed:..... Value related:..... Time
related:.....

Item

75 ***Main notice board***

Fixed:..... Value related:..... Time
related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

105

R7

R.N.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

76 Subcontractors' notice board

Fixed:..... Value related:..... Time related:.....

Item

7: TEMPORARY SERVICES

77 Location

Fixed:..... Value related:..... Time related:.....

Item

78 Water

Fixed:..... Value related:..... Time related:.....

Item

79 Electricity

Fixed:..... Value related:..... Time related:.....

Item

80 Telecommunication facilities

Fixed:..... Value related:..... Time related:.....

Item

81 Ablution facilities

Fixed:..... Value related:..... Time related:.....

Item

8: PRIME COST AMOUNTS

9: ATTENDANCE ON N/S SUBCONTRACTORS

82 General attendance

Fixed:..... Value related:..... Time related:.....

Item

83 Special attendance

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

106 12/ R.N.

SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

84 **Commissioning - fuel, water and electricity**
Fixed:..... Value related:..... Time
related:.....

Item

10: FINANCIAL ASPECTS

85 **Statutory taxes, duties and levies**
Fixed:..... Value related:..... Time
related:.....

Item

86 **Payment for preliminaries**
Fixed:..... Value related:..... Time
related:.....

Item

87 **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 "when submitting his priced **bills of**
quantities / lump sum document"

Fixed:..... Value related:..... Time
related:.....

Item

88 **Payment certificate cash flow**
Fixed:..... Value related:..... Time
related:.....

Item

11: GENERAL

89 **Protection of the works**
Fixed:..... Value related:..... Time
related:.....

Item

90 **Protection / isolation of existing / sectionally
occupied works**
Fixed:..... Value related:..... Time
related:.....

Item

91 **Security of the works**
Fixed:..... Value related:..... Time
related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

107

NS

R. N. C.

SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

92	Notice before covering work			
	Fixed:..... Value related:..... Time related:.....	Item		
93	Disturbance			
	Fixed:..... Value related:..... Time related:.....	Item		
94	Environmental disturbance			
	Fixed:..... Value related:..... Time related:.....	Item		
95	Works cleaning and clearing			
	Fixed:..... Value related:..... Time related:.....	Item		
96	Vermin			
	Fixed:..... Value related:..... Time related:.....	Item		
97	Overhand work			
	Fixed:..... Value related:..... Time related:.....	Item		
98	Instruction manuals and guarantees			
	Fixed:..... Value related:..... Time related:.....	Item		
99	As built information			
	Fixed:..... Value related:..... Time related:.....	Item		
100	Tenant installations			
	Fixed:..... Value related:..... Time related:.....	Item		

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

108 RGT R.C.M.

12: SCHEDULE OF VARIABLES

101

Schedule of Variables

Fixed:..... Value related:..... Time
related:.....

Item

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.

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 italicised in [] brackets

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional
NO

12.1.2 Availability of construction documentation

[2.3] *Construction documentation is complete*
YES

12.1.3 Interest of agents

[2.4] Details: None

12.1.4 Defined works area

[3.1] Details: As defined in the tender drawings issued

12.1.5 Geotechnical investigation

[3.2] Details: The Geotechnical report is annexed to the tender document.

12.1.6 Existing premises occupied

[3.4] Specific requirements: Not Applicable

12.1.7 Previous work - dimensional accuracy

[3.5] Details: None

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

109

12 R.m.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

- 12.1.8 **Previous work - defects**
[3.6] Details: Not Applicable
- 12.19. **Services - known**
[3.7] Details: As defined in the tender drawings issued
- 12.1.10 **Protection of trees**
[3.9] Specific requirements: Not Applicable
- 12.1.11 **Inspection of adjoining properties**
[3.11] Specific requirements: Not Applicable
- 12.1.12 **Enclosure of the works**
[6.2] Specific requirements: The site is to be properly hoarded off and made secure to prevent unauthorised entry.
- 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.
- 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.
- 12.1.15 **Subcontractors' notice board**
[6.6] A notice board is required

Specific requirements: N/A
- 12.1.16 **Water**
[7.2] Option A (by contractor)
YES

Option B (by employer - free of charge)
NO

Option C (by employer - metered)
NO

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

110

R7 R. R.

**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

12.1.17 Electricity

[7.3] Option A (by contractor)
YES

Option B (by employer - free of charge)
NO

Option C (by employer - metered)
NO

12.1.18 Telecommunications

[7.4] Telephone
YES

Facsimile
NO

E-mail
YES

12.1.19 Ablution facilities

[7.5] Option A (by contractor)
YES

Option B (by employer)
NO

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required
No

12.1.21 Special attendance

[9.2] Subcontractor (1) details:

Subcontractor (2) details:

Subcontractor (3) details:

Subcontractor (4) details:

12.1.22 Protection of works

[11.1] Specific requirements: No specific protection measures required

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

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12.1.23 Disturbance

[11.5] Specific requirements: The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/parts.

12.1.24 Environmental disturbance

[11.6] Specific requirements: The contractor shall execute the works without any unreasonable adverse effect on the environment.

12.2 POST TENDER INFORMATION

12.2.1 Payment of preliminaries

[10.2] Option A (prorated)

Option B (calculates)

12.2.2 Adjustment of preliminaries

[10.3] Option A (three categories)

Option B (detailed breakdown)

12.2.3 Additional agreed preliminaries items

Details: As indicated in the Section C: Specific Preliminaries.

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:.....

Item

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES

R

112

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103

C2 PREAMBLES

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website <<http://www.publicworks.gov.za/>> under "Consultants Guidelines", and shall be read in conjunction with the bills of quantities document and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Edition 2.0" is issued together with the drawings and shall drawings and the **bills of quantities / lump sum document**

Fixed:..... Value related:..... Time related:.....

Item

104

C3 TRADE NAMES

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

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed:..... Value related:..... Time related:.....

Item

105

C4 IMPORTED MATERIALS AND EQUIPMENT

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 to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

113

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SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

106 **C5 VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the user department or other responsible person to obtain permission to enter the **site** for tendering purposes

Fixed:..... Value related:..... Time related:.....

Item

107 **C6 COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the user department or other responsible person notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed:..... Value related:..... Time related:.....

Item

108 **C7 ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

114

25

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109 **C8 SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed:..... Value related:..... Time related:.....

Item

110 **C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

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Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

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C10 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

111 C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS specification

Fixed:..... Value related:..... Time related:.....

Item

112 C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

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Carried to Collection

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Section No. 1
Bill No. 1
PRELIMINARIES

116

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**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

113 C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed:..... Value related:..... Time related:.....

Item

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

Provision for pricing of the Occupational Health and Safety Act, Construction Regulation and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

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Item

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R

Section No. 1
Bill No. 1
PRELIMINARIES

117

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**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

117 C12 COMMUNITY LIAISON OFFICER (CLO)

The contractor shall employ a Community Liaison Officer (CLO) for the full duration of the contract (18 months). Allow an amount of R 8 500.00 (Eight Thousand Five Hundred Rands) per month for CLO remuneration

Fixed:..... Value related:..... Time related:.....

Item

118 C13 USE OF LOCAL SMME's

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and labour intensive construction techniques, careful and considered construction planning Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

(a) SMME's involvement of at least 30% of the contract value to be sourced from within a specified range from the project site

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Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

118

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**SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION**

119 C14 IMPLEMENTATION OF LABOUR INTENSIVE WORK

The Contractor shall employ local labourers as per part C3: Scope of Works for work identified and marked as 'labour -intensive' on these bills of quantities. The Contractor shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the principal agent within 28 calendar days

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed:..... Value related:..... Time related:.....

Item

Specific Preliminaries Relating to Electrical Works

120 Certificate of Compliance (COC) for the complete installation

Fixed:..... Value related:..... Time related:.....

Item

121 Additional Tests required by the Engineer

Fixed:..... Value related:..... Time related:.....

Item

122 Commissioning and Testing of the entire Electrical System

Fixed:..... Value related:..... Time related:.....

Item

123 As built information - Relating to Electrical Works

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Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

119

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SOUTH AFRICAN POLICE SERVICES
CONSTRUCTION OF THE NEW BHOSIKI POLICE STATION

124 **Training of Client Personnel in Fire Detection, Generator Systems, Electronic Installation, etc.**

Fixed:..... Value related:..... Time related:.....

Item

125 **Maintenance and Guarantee**

Fixed:..... Value related:..... Time related:.....

Item

Specific Preliminaries Relating to Solar Installation

126 **Certificate of Compliance (COC) for the complete installation**

Fixed:..... Value related:..... Time related:.....

Item

127 **Additional Tests required by the Engineer**

Fixed:..... Value related:..... Time related:.....

Item

128 **Commissioning and Testing of the entire Solar Installation**

Fixed:..... Value related:..... Time related:.....

Item

129 **As built information - Relating to Solar Installation Works**

Fixed:..... Value related:..... Time related:.....

Item

130 **Training of Client Personnel in Solar PV Systems, etc.**

Fixed:..... Value related:..... Time related:.....

Item

131 **Maintenance and Guarantee**

Fixed:..... Value related:..... Time related:.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES

120

125 R. N. 1