Item No		Quantity	Rate	Amount R
	BILL NO. 1			
	<u>PRELIMINARIES</u>			
	SUPPLEMENTARY PREAMBLES			
	Tenderers are advised to study the document, specifications of materials and method to be used - "PW371" as published by the National Department of Public Works before pricing this Bill.			
	Meaning of terms "Tender" and "Tenderer"			
	Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"			
	<u>Preliminaries</u>			
	The JBCC Preliminaries Code 2103, May 2005 Edition for use with the JBCC Principal Building Agreement, Edition 4.1, Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked N/A, meaning "NOT APPLICABLE"			
	Pricing of preliminaries			
	Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories with the applicable amount entered against each relevant category, where "Fixed" denotes a fixed amount (amount not to be varied), "Value" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time			
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	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities		
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT		
	NONE EMERT		
	<u>DEFINITIONS</u>		
1	A1 DEFINITIONS AND INTERPRETATION		
	Clause 1.0		
	1.1 Definition of <b>"Commencement Date"</b> is added:		
	"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect		
	Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:		
	"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule		
	Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:		
	"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion		
	Clause 1.1 Definition of "Corrupt Practice" is added:		
	"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.		
	Clause 1.1 Definition of "Fraudulant Practice" is added:		
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"FRAUDULANT PRACTICE" means a mispresentation 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 tenderer's (prior to or after the tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the tenderer of the benefits of free and open competition.		
Clause 1.1 Definition of "Interest" is amended by replacing it with the following:		
"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).		
Clause 1.1 Definition of " <b>Principal Agent</b> " is amended by replacing it with the following:		
"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all 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		
Clause 1.1 Definition of <b>"Security"</b> is amended by replacing it with the following:		
"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss		
Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"		
Clause 1.6.4 is amended by replacing it with the following:		
No clause		
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	Fixed:Value: Time:	Item		
	OBJECTIVE AND PREPARATION			
1	A2 OFFER, ACCEPTANCE AND PERFORMANCE			
	Clause 2.0			
	Fixed: Value: Time:	Item		
2	A3 DOCUMENTS			
	Clause 3.0			
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"			
	Clause 3.7 is amended by the addition of the following:			
	The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b> , to which the <b>employer</b> , <b>principal agent</b> and <b>agents</b> shall have access at all times			
	Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"			
	Fixed: Value: Time:	Item		
3	A4 DESIGN RESPONSIBILITY			
	Clause 4.0			
	Clause 4.3 is amended by replacing it with the following:			
	No clause			
	Fixed: Value: Time:	Item		
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1	A5 EMPLOYER'S AGENTS		
	Clause 5.0		
	Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8		
	Fixed:Value: Time:	Item	
2	A6 SITE REPRESENTATIVE		
	Clause 6.0		
	Fixed:Value: Time:	Item	
3	A7 COMPLIANCE WITH REGULATIONS		
	Clause 7.0		
	Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification		
	Fixed: Value: Time:	Item	
4	A8 WORKS RISK		
	Clause 8.0		
	Fixed: Value: Time:	Item	
5	A9 INDEMNITIES		
	Clause 9.0		
	Fixed:Value:	Item	
	Time:	item	
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	PRELIMINARIES  JMQS		

1	A10	WORKS INSURANCES		
	Clause	10.0		
	Clause clauses	10.0 is amended by the addition of the following		
	10.5 Da	amage to the Works		
	(a)	Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary		
	(b)	The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>		
	(c)	The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6		
	(d)	Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof		
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10.6 In Proper	jury to Persons or loss of or damage to ties		
(a)	The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable		
(b)	The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b> , whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable		
(c)	The <b>contractor</b> shall, upon receiving a <b>contract instruction</b> from the <b>principal agent</b> , cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>		
(d)	The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of</b> practical completion		
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(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  (f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works		
10.7 High risk insurance		
In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:		
10.7.1 Damage to the works		
The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary		
When so instructed to do so by the <b>principal agent</b> , the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b> , at the <b>contractor's</b> own costs		
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10.7.2 Injury to persons or loss of or damage to property				
The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above				
The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b> , whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever resulting from, arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract				
10.7.3 It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b> , submit to the <b>employer</b> proof of such insurance policy, if requested to do so				
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				
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1	A11 LIABILITY INSURANCES			
	Clause 11.0			
	Fixed: Value: Time:	Item		
2	A12 EFFECTING INSURANCES			
	Clause 12.0			
	Fixed:Value: Time:	Item		
3	A13 NO CLAUSE	Item		
4	A14 SECURITY			
	Clause 14.0			
	Clauses 14.1 - 14.8 are amended by replacing them with the following:			
	14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be provided by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)			
	14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)			
	14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b>			
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14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the <b>schedule</b> . Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) <b>calendar days</b> from <b>commencement date</b> . Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) <b>calendar days</b> from <b>commencement date</b> , the <b>security</b> in terms of 14.7 shall be deemed to have been selected.		
14.3 Where <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:		
14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>		
14.3.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to three per cent (3%) of the <b>contract value</b> (excluding VAT), and refund the balance to the <b>contractor</b>		
14.3.3 Within twenty-one (21) <b>calendar days</b> of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the <b>contract value</b> (excluding VAT) and refund the balance to the <b>contractor</b>		
14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor		
14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b>		
14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party		
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14.4 Where <b>security</b> as a variable construction guarantee of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:		
14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>		
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		
14.4.3 The <b>employer</b> shall return the variable construction guarantee to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of it expiring		
14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable construction guarantee		
14.5 Where <b>security</b> as a fixed construction guarantee of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:		
14.5.1 The <b>contractor</b> shall furnish a fixed construction guarantee to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)		
14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last certificate of <b>practical completion</b>		
14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of it expiring		
14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8 (A) and 34.8		
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14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both		
14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:		
14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>		
14.6.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b>		
14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)		
14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both		
14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:		
14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)		
14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b>		
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	14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this <b>agreement</b> 14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2, the <b>employer</b> , in his sole discretion and without notification to the <b>contractor</b> , is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable			
	Fixed: Value: Time:	Item		
	EXECUTION			
1	A15 PREPARATION FOR AND EXECUTION OF THE WORKS			
	Clause 15.0			
	Clause 15.1.1 is amended by replacing it with:			
	No clause			
2	Clause 15.1.2 is amended by replacing it with:			
	The <b>security</b> 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:			
	Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4			
	Fixed: Value: Time:	Item		
	Carried to Collection		R	
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1	A16 ACCESS TO THE WORKS			
	Clause 16.0			
	Fixed: Value: Time:	Item		
2	A17 CONTRACT INSTRUCTIONS			
	Clause 17.0			
	Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected</b> subcontractors"			
	Fixed: Value: Time:	Item		
3	A18 SETTING OUT OF THE WORKS			
	Clause 18.0			
	Fixed:Value: Time:	Item		
4	A19 ASSIGNMENT			
	Clause 19.0			
	Fixed:Value: Time:	Item		
5	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 <b>nominated sub-contractors</b> executing work allowed for under provisional sums			
	Fixed:Value: Time:	Item		
	Carried to Collection		R	
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1	A21 SELECTED SUBCONTRACTORS			
	Clause 21.0			
	Clause 21 is amended by replacing it with:			
	No clause			
	Fixed: Value: Time:	Item		
2	A22 EMPLOYER'S DIRECT CONTRACTORS			
	Clause 22.0			
	Fixed:Value: Time:	Item		
3	A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS			
	Clause 23.0			
	Fixed: Value: Time:	Item		
	COMPLETION			
4	A24 PRACTICAL COMPLETION			
	Clause 24.0			
	Fixed:Value: Time:	Item		
5	A25 WORK'S COMPLETION			
	Clause 25.0			
	Fixed: Value: Time:	Item		
	Carried to Collection		R	
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1	A26 FINAL COMPLETION			
	Clause 26.0			
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2			
	Fixed:Value: Time:	Item		
2	A27 LATENT DEFECTS LIABILITY PERIOD			
	Clause 27.0			
	Fixed:Value: Time:	Item		
3	A28 SECTIONAL COMPLETION			
	Clause 28.0			
	Fixed:Value: Time:			
		Item		
4	A29 REVISION OF DATE FOR PRACTICAL COMPLETION			
	Clause 29.0			
	Clause 29.2.5 is amended by replacing it with:			
	No clause			
	Fixed:Value: Time:	Item		
5	A30 PENALTY FOR NON-COMPLETION			
	Clause 30.0			
	Fixed:Value: Time:	Item		
	Timo			
	Carried to Collection		R	
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A31	INTERIM PAYMENT TO THE CONTRACTOR		
Claus	e 31.0		
Claus "14.0"	e 31.5.2 is amended by replacing "14.7.1" with		
	e 31.8 is amended by replacing it with the ing two alternative clauses:		
Alterr	native A		
14.5 c and <b>n</b> certifie	A) Where a <b>security</b> is selected in terms of 14.1; or 14.6, the value of the <b>works</b> in terms of 31.4.1 naterials and goods in terms of 31.4.2 shall be ed in full. The value certified shall be subject to the ing percentage adjustments:		
interin	A).1 Ninety-five per cent (95%) of such value in mayment certificates issued up to the date of ical completion		
interin practi	A).2 Ninety-seven per cent (97%) of such value in payment certificates issued on the date of ical completion and up to but excluding the date al completion		
interin comp	A).3 Ninety-nine per cent (99%) of such value in nayment certificates issued on the date of final pletion and up to but excluding the final payment icate in terms of 34.6		
the fir where In suc	A).4 One hundred per cent (100%) of such value in hal payment certificate in terms of 34.6 except the amount certified is in favour of the employer. It is an event the payment reduction shall remain at dijustment level applicable to the final payment icate		
Alterr	native B		
of 14. mater certifie	B) Where <b>security</b> is a payment reduction in terms 7 the value of the <b>works</b> in terms of 31.4.1 and <b>rials and goods</b> in terms of 31.4.2 shall be ed in full. The value certified shall be subject to the ing percentage adjustments:		
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	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 <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>			
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6			
	31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>			
1	Clause 31.12 is amended by deleting the following:			
	Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due			
2	Fixed:Value: Time:			
3	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 <b>contractor</b> "			
	Fixed:Value: Time:	Item		
4	A33 RECOVERY OF EXPENSE AND LOSS			
	Clause 33.0			
	Fixed:Value: Time:			
	Carried to Collection Section No. 1		R	$\vdash$
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1	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 <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"			
2	Clause 34.13 is amended by replacing seven (7) calender days with twenty-one (21) calender days and deleting the words subject to the employer giving the contractor a tax invoice for the amount due			
	Fixed: Value:			
	Fixed: Value: Time:	Item		
3	A35 PAYMENT TO OTHER PARTIES			
	Clause 35.0			
	Fixed: Value: Time:			
	Time:	Item		
	Carried to Collection Section No. 1		R	
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CANCELLATION			
A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT			
Clause 36.0			
Clause 36.1 is amended by the addition of the following clauses:			
36.1.3 refuses or neglects to comply strictly with any of the conditions of contract			
36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa			
36.1.5 in the judgement of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulant practices</b> in competing for or in executing the contract			
Clause 36.3 is amended by removing the reference to No clause and replacing the words <b>principal agent</b> with <b>employer</b>			
Clause 36.0 is amended by the addition of the following clause:			
36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
Fixed: Value: Time:	Item		
A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE			
Clause 37.0			
Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"			
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	Clause 37.0 is amended by the addition of the following clause:			
	37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
	Fixed: Value: Time:	Item		
1	A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT			
	Clause 38.0			
	Claues 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 <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
	Fixed: Value: Time:	Item		
	Carried to Collection Section No. 1		R	
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1	A39 CANCELLATION - CESSATION OF THE WORKS			
	Clause 39.0			
	Claues 39.3.5 is amended by the addition of the following at the end of the sentence:			
	"within one hundred and twenty (120) <b>working days</b> of completion of such a report"			
	Fixed: Value: Time:	Item		
	DISPUTE			
2	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			
3	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 <b>mediator</b> and related costs			
	Fixed: Value: Time:	Item		
	SUBSTITUTE PROVISIONS			
4	A41 STATE CLAUSES			
	Clause 41.0			
	Fixed: Value: Time:	Item		
	CONTRACT VARIABLES			
	Carried to Collection Section No. 1		R	
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	THE SCHEDULE			
	This <b>Schedule</b> contains all <b>variables</b> 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 the <b>agreement</b>			
	Spaces requiring information must be filled in, shown as not appliable or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Key cross reference clauses are italicised in [] brackets			
1	Clause 42.0			
	Fixed: Value: Time:	Item		
	42.0 PRE-TENDER INFORMATION			
	42.1 CONTRACTING AND OTHER PARTIES			
	42.1.1 Employer			
	[1.2] Physical address:			
	42.1.2 Principal Agent:			
	[5.1]			
	42.1.3 <b>Agent</b> (1):			
	[5.2]			
	42.1.4 <b>Agent</b> (2):			
	[5.2]			
	42.1.5 <b>Agent</b> (3):			
	[5.2]			
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42.1.6	<b>Agent</b> (4):		
[5.2]	N/A		
42.1.7	<b>Agent</b> (5):		
[5.2]	N/A		
42.1.8	<b>Agent</b> (6):		
[5.2]	N/A		
42.1.9	<b>Agent</b> (7):		
[5.2]	N/A		
42.2	CONTRACT DETAILS		
42.2.1	Works description:		
[1.1] Works	Refer to Contract Data for description of the		
42.2.1	Site description:		
[1.1]	Refer to Contract Data for site description		
42.2.3	Work or installations by <b>direct contractors</b> :		
[22.2]	None		
42.2.4 organ	Specific options that are applicable to a <b>State</b> only		
[41.0]	Where so:		
[1.1#]	(1) Interest rate legislation:		
[31.11. [31.12.			
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[11.2#]	(2) Lateral support insurance to be effected by the contractor:	YES		
[31.4.2#]	(3) Payment will be made for materia and goods:	ls YES		
[40.2.2#]	(4) Dispute resolution by litigation:	YES		
[26.1.2#]	(5) Extended <b>defects</b> liability period applicable to the following element	nts:		
42.2.5	None  Possession of the <b>site</b> is to be given	/en on:		
[15.2.1#]	As stated in the schedule provi the contractor complying with terms of 14.0	ding		
42.2.6	Period for the commencement of works after the contractor takes	the		
[15.3]	possession of the site:  Ten (10) working days			
42.2.7	The date for practical completion the penalty per calendar day for t works as a whole:			
[24.3.1]	The date for <b>practical completio</b> be <b>6</b> calendar months inclusive builders' holidays from the date o <b>contractual commencement</b>	of		
[30.1]	The <b>penalty</b> per <b>calendar day</b> sh 0.05% of the contract value	nall be		
	Carried to Co	ollection	R	
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1		1	1	I	ı
42.2.8	The date for practical completion and the penalty per calendar day for the works in sections:				
[24.3.1]	Section 1: N/A				
[28.1]	Section 2: N/A				
	Section 3: N/A				
	Section 4: N/A Section 5: N/A				
	Section 5: N/A Section 6: N/A				
	333.377 3. 1471				
42.2.9	The law applicable to this agreement				
	shall be that of:				
[1.2]	Republic of South Africa				
42.3 INSU	RANCES				
42.3.1	Contract works insurance:				
[10.1#,	To be offected by:				
10.2#,	To be effected by: Contractor				
12.1#]	For the sum of:				
	Contract sum plus 20%				
	With the deductable of:  Amount the contractor deems				
	appropriate				
42.3.2	Supplementary insurance				
	YES				
	Insurance shall comprise a Coupon Policy for Special Risks issued by				
	the South African Special Risk				
	Insurance Association				
42.3.3	Public liability insurance:				
[11.1#, 12.1#]	To be effected by:				
12.1#j	Contractor				
	For the sum of:				
	R 10 000 000-00				
	With the deductable of:  As determined by the contractor's				
	insurance company				
	Carried to Collection		R		L
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42.3.4	Support insurance to be effected by the employer:		
[11.2#, 12.1#]			
12.111	NO		
42.4 DO	CUMENTS		
42.4.1	Waivers of contractor's lien or right of		
[3.3#,	continuing possession is required:		
15.1.3, 31.16.2#]			
	NO		
42.4.2	Construction document copies to be supplied to the <b>contractor</b> free of charge:		
[3.7#]	Two (2) copies of the construction documents		
42.4.3	Bills of quantities/Lump sum document schedule of drawn up with:		
	Standard System of Measuring Building Work (Sixth edition as amended)		
42.4.4	On acceptance of the tender the <b>bills of quantities</b> is to be submitted:		
[15.1.1]	Within seven (7) days		
42.4.5	JBCC Engineering General Conditions are to be included in the contract documents:		
[3.4]	NO		
42.4.6	The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices:		
[31.5.3]			
	NO Base month: Tender closing date		
[32.13]	Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in		
	Openited As Option (Control		
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[3.10]			
42.4.7	Details of changes made to the provision of JBCC standard documentation:		
	Altenative Indices:Not applicable		
5)	Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual, the factor of 0,55 shall be substituted by 1,45		
4)	Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers will not be permitted		
3)	With reference to Workgroup 190 a proportion of the value ralated preliminaries, pro-rata to the amount of work excluded from the adjustment, shall be excluded from Contract Price Adjustment Provisions if Option A has been selected for the adjustment of Preliminaries		
2)	All electrical installations in buildings and power ditribution systems shall be adjusted in terms of the index Workgroup 160, Electrical Installations. Uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems, shall be adjusted in terms of the Workgroup 170, Mechanical Services		
1)	Glass, etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that workgroup unless specifically stated otherwise in the bills of quantities		
	accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (CPAP) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:		

Note:	The amended item and page scheduled her applicable cla of amendmen made	numbers, reunder. R use for the	are lefer to each exact extent		
	Clause: 1.1 page number] 1.6 1.6.4 3.2.1 3.7 3.10 4.3 5.1.2 10.5 10.6 10.7	1 1 1 3 3 3 4 4 5 10 10 10 10	Page: [Insert		
	14.1 to 14.9 15.1 15.1.1 15.1.2 15.2.1 17.1.11 20.1.3 26.1.2 29.2.5 31.5.2 31.8 31.12 32.5.1 32.5.4 32.5.7 34.1	14 15 15 15 15 17 20 26 29 31 31 31 32 32 32 34			
	34.1 34.2 34.8 34.13 36 36.1 36.3 37 37.3.5 38 38.5.4 39.3.5 40.2.2 40.6	34 34 34 36 36 36 37 37 38 38 38 39 40 40			
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	40.7.1 40	
42.0	POST-TENDER INFORMATION	
Note:	All information for this section requires consultations with the <b>contractor</b>	
42.5	CONTRACT DETAILS	
42.5.1	Contractor:	
	Postal address:	
	Tel:	
	Fax:	
	Tax/VAT Registration number:	
	Physical address:	
	T Hydiodi dddi dddi	
4252	The accepted <b>contract sum</b> , inclusive	
72.0.2	of tax, is:	
	R	
	Amount in words:	
42.5.3	The latest day of the month for the issue of an interim <b>payment certificate:</b>	
[31.3]		
	None	
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42.5.4	The preliminaries amounts shall be paid in terms of:	ne	
[32.12]	(*Delete the not elected option):		
-	Alternative A:	YES/NO	
-	Alternative B:	YES/NO	
42.5.5	The preliminaries amounts shall be adjusted in terms of:	oe	
[32.12]	(*Delete the not elected option):		
-	Alternative A:	YES/NO	
-	Alternative B:	YES/NO	
42.5.6 [3.1]	Not applicable/No clause:		
42.5.7 contrac	The security to be provided bottor:	y the	
[14] million, terms	(a) in respect of contracts u the contractor will provid of 14.1		
million, one	(b) in respect of contracts a the contractor will provide of the following:		
	(1) cash deposit of 10% sum (excluding VAT)		
		YES/NO	
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	10%	(2) variable construction guarantee of of the contract sum (excluding VAT)  YES/NO		
	value	(3) payment reduction of 10% of the certified in the payment certificate		
		(excluding VAT)  YES/NO  (4) cash deposit of 5% of the contract		
	sum reduction paymer			
		YES/NO (5) fixed construction guarantee of 5%		
	of a the	the contract sum (excluding VAT) and payment reduction/retention of 5% of value certified in the payment		
	certifica	te (excluding VAT) YES/NO		
		Guarantee submitted must be issued by either an insurance company duly registered in terms of the Short Term Insurance Act, 1998 (Act No 35 of 1998) or by a bank duly registered in terms of the Bank Act, 1990 (Act No 94 of 1990), all in accordance with the pro-forma documents to be provided. No alterations or amendments of the wording of the pro-forma will be accepted		
	42.5.8	The annual holiday period after the commencement date of the <b>construction period</b> :		
	[29.7.2]			
		to		
	42.6	DOCUMENTS		
	42.6.1	Contract documents marked and annexed hereto:		
		(*Delete the not elected option)		
	-	Priced bills of quantities:  YES/NO		
		Document marked as:		
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-	Lump sum document:	YES/NO	
	Document marked as:		
-	Guarantee:	YES/NO	
	Document marked as:		
-	Contract drawings:	YES/NO	
	Document marked as:		
-	Other documents:	YES/NO	
	(*If "Yes", specify:)		
42.7	DISPUTE RESOLUTION		
42.1	Dispute resolution shall be adjudicate	ation	
	Also refer to previous clause 42.2.4 [4		
	this regard	U.Z.Z#J III	
42.8	SIGNATURES OF THE CONTRACTION PARTIES	NG	
-	This done and signed at		
	on		
	Name of signatory:		
	For and behalf of the <b>Employer</b> who be signature hereof warrants authorisation	n hereto:	
	As Witness:		
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	- This done and signed at			
	on			
	Capacity of signatory:			
	For and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto:			
	As Witness:			
	SECTION B: JBCC PRELIMINARIES			
	1: DEFINITIONS AND INTERPRETATION			
1	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: Time:	Item		
	2: DOCUMENTS			
2	Checking of documents			
	Fixed:Value: Time:			
	Time	Item		
3	Provisional bills of quantities			
	Fixed:Value: Time:	Item		
4	Availability of construction documentation			
7	Fixed:Value:			
	Time:	Item		
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1	Interests of agents			
	Fixed: Value: Time:	Item		
2	Priced documents			
	Fixed:Value: Time:	Item		
3	Tender submission			
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "C1.1 Form of Offer and Acceptance"" as issued by the City of Joburg Property Company			
	Fixed:Value: Time:	Item		
	3: THE SITE			
4	Defined works area			
	Fixed:Value: Time:	Item		
5	Geotechnical investigation			
	Fixed: Value: Time:	Item		
6	Inspection of the site			
	Tenderers shall complete the Compulsory Inspection Certificate included in the tender documents and return same with the tender submission			
	Fixed:Value:	lt a ma		
	Time:	Item		
7	Existing premises occupied			
	Fixed:Value: Time:	Item		
	Commind to Callertina			
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1	Previous work - dim	ensional accuracy			
	Fixed: Time:	Value:	Item		
2	Previous work - def	ects			
	Fixed:	Value:	Item		
3	Services - known				
	Fixed: Time:	Value:	Item		
4	Services - unknown				
	Fixed: Time:	Value:	Item		
5	Protection of trees				
	Fixed: Time:	Value:	Item		
6	Articles of value				
	Fixed: Time:	Value:	Item		
7	Inspection of adjoin	ing properties			
	Fixed: Time:	Value:	Item		
	4: MANAGEMENT	OF CONTRACT			
8	Management of the	works			
	Fixed: Time:	Value:	Item		
9	Programme for the	works			
	Fixed: Time:	Value:	Item		
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1	Progress meetings			
	Fixed: Value: Time:	Item		
2	Technical meetings			
	Fixed:Value: Time:	Item		
3	Labour and plant records			
	Fixed: Value: Time:	Item		
	5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS			
4	Samples of materials			
	Fixed:Value: Time:	Item		
5	Workmanship samples			
	Fixed:Value: Time:	Item		
6	Shop drawings			
	Fixed:Value:	Item		
7	Compliance with manufacturer's instructions			
	Fixed:Value: Time:	Item		
	6: TEMPORARY WORKS AND PLANT			
8	Deposits and fees			
	Fixed:Value: Time:	Item		
	Carried to Collection		R	
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1	Enclosure of the w	rorks			
	Fixed:Time:	_ Value:	Item		
2	Advertising				
	Fixed: Time:	_ Value:	Item		
3	Plant, equipment, s	sheds and offices			
	Fixed: Time:	_ Value:	Item		
4	Main notice board				
	Fixed:Time:	_ Value:	Item		
5	Subcontractors' no	otice board			
	Fixed: Time:	_ Value:	Item		
	7: TEMPORARY	SERVICES .			
6	Location				
	Fixed: Time:	_ Value:	Item		
7	Water				
	Fixed:	_ Value:			
			Item		
8	Electricity				
	Fixed: Time:	_ Value:			
	Time		Item		
		Carried to Collection		R	
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1	Telecommunication facilities			
	Fixed: Value: Time:	Item		
2	Ablution facilities			
	Fixed:Value: Time:	Item		
	8: PRIME COST AMOUNTS			
3	Responsibility for prime cost amounts			
	Fixed:Value: Time:	Item		
	9: ATTENDANCE ON N/S SUBCONTRACTORS			
4	General attendance			
	Fixed: Value: Time:	Item		
5	Special attendance			
	Fixed: Value: Time:	Item		
6	Commissioning - fuel, water and electricity			
	Fixed: Value: Time:	Item		
	10: FINANCIAL ASPECTS			
7	Statutory taxes, duties and levies			
	Fixed:Value: Time:	Item		
8	Payment for preliminaries			
	Fixed: Value: Time:	Item		
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1	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: Time:	Item		
2	Payment certificate cash flow			
	Fixed:Value:	Item		
	Time:  11: GENERAL	itein		
3	Protection of the works			
Ü				
	Fixed:Value: Time:	Item		
4	Protection / isolation of existing / sectionally occupied works			
	Fixed: Value: Time:	Item		
5	Security of the works			
	Fixed: Value: Time:	Item		
6	Notice before covering work			
	Fixed:Value:			
	Time:	Item		
7	Disturbance			
	Fixed:Value:			
	Time:	Item		
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	JMQS			

Environmental disturbance				
Fixed:Value: Time:	Item			
Works cleaning and clearing				
Fixed:Value: Time:	Item			
Vermin				
Fixed:Value: Time:	Item			
Overhand work				
Fixed: Value: Time:	Item			
Instruction manuals and guarantees				
Fixed: Value: Time:	Item			
As built information				
Fixed:Value: Time:	Item			
Tenant installations				
Fixed: Value: Time:	Item			
12: SCHEDULE OF VARIABLES FOR JBCC PRELIMINARIES				
Schedule of Variables				
Fixed:Value: Time:	Item			
This <b>schedule</b> contains all variables referred to in this document				
Carried to Collection		R		
Section No. 1 SECTION 1: PRELIMINARIES Bill No. 1 PRELIMINARIES JMQS				
	Fixed: Value: Time:  Works cleaning and clearing  Fixed: Value:  Vermin  Fixed: Value:  Time:  Overhand work  Fixed: Value:  Instruction manuals and guarantees  Fixed: Value:  Inse:  As built information  Fixed: Value:  Time:  Tenant installations  Fixed: Value:  Time:  12: SCHEDULE OF VARIABLES FOR JBCC  PRELIMINARIES  Schedule of Variables  Fixed: Value:  Time:  This schedule contains all variables referred to in this document  Carried to Collection  Section No. 1  Section No. 1  Section No. 1  PRELIMINARIES	Fixed: Value: Item  Works cleaning and clearing  Fixed: Value: Item  Vermin  Fixed: Value: Item  Overhand work  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  As built information  Fixed: Value: Item  Tenant installations  Fixed: Value: Item  12: SCHEDULE OF VARIABLES FOR JBCC  PRELIMINARIES  Schedule of Variables  Fixed: Value: Item  11: SCHEDULE OF VARIABLES FOR JBCC  PRELIMINARIES  Schedule of Variables  Fixed: Value: Item  This schedule contains all variables referred to in this document  Carried to Collection  Section No. 1  Section No. 1  Section No. 1  SECTION 1: PRELIMINARIES  Bill No. 1  PRELIMINARIES	Fixed: Value: Item  Works cleaning and clearing  Fixed: Value: Item  Vermin  Fixed: Value: Item  Overhand work  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Item  As built information  Fixed: Value: Item  Tenant installations  Fixed: Value: Item  Tenant installations  Fixed: Value: Item  Tenant installations  Fixed: Value: Item  This schedule of Variables  Fixed: Value: Item  12: SCHEDULE OF VARIABLES FOR JBCC  PRELIMINARIES  Schedule of Variables  Fixed: Value: Item  This schedule contains all variables referred to in this document  Carried to Collection  R  Section No. 1  Section No. 1  Section No. 1  Section No. 1  SPELIMINARIES	Fixed: Value: Item  Works cleaning and clearing  Fixed: Value: Item  Wormin  Fixed: Value: Item  Wormin  Fixed: Value: Item  Wormand work  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Instruction manuals and guarantees  Fixed: Value: Item  Item  As built information  Fixed: Value: Item  Trime: Item  Trenant installations  Fixed: Value: Item  Item  12: SCHEDULE OF VARIABLES FOR JBCC  PRELIMINARIES  Schedule of Variables  Fixed: Value: Item  This schedule contains all variables referred to in this document  Carried to Collection  R  Section No. 1  Section No. 1  SECTION 1: PRELIMINARIES  Bill No. 1  PRELIMINARIES

12.1.1 [2.2]	Provisional Bills of Quantities The quantities are provisional No		
12.1.2 [2.3]	Availability of construction documentation  Construction documentation is complete  Yes		
12.1.3 [2.4]	Interest of agents Details: No agents are employed as employees of the City of Joburg Property Company		
12.1.4 <i>[</i> 3. <i>1</i> ]	Defined works area  Details: The work area will be fenced off to indicate the perimeters of the construction site		
12.1.5 [3.2] details	Details: A geotechnical investigation was done. For		
[3.4] will be	Existing premises occupied Specific requirements: The contractor to note that the existing premises occupied and disturbance to occupants must be as far as possible		
12.1.7 [3.5] specific	Previous work - dimensional accuracy Details: Contractor to check drawings with on-site		
12.1.8 [3.6}	Previous work - defects Details: None at the date of tender		
[3.7] service: availabl	Services - known Details: Existing water, fire water, sewer and electrical are installed. Layout drawings are not le and the contractor must carefully distributed with any excavation		
Bill No.	ON 1: PRELIMINARIES 1 MINARIES	R	_

12.1.10 <b>Protection of trees</b> [3.9] Specific requirements: No trees to be removed unless written approval		
has been obtained from the <b>principal agent</b>		]
12.1.11 <i>Inspection of adjoining properties</i> [3.11] Specific requirements: None		
12.1.12 <i>Enclosure of the works</i> [6.2} Specific requirements: Site must be enclosed with approved shade netting and gumpole fencing to the approval of the principal agent		
12.1.13 <i>Plant, equipment, sheds and offices</i> [6.4.3] Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , 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.		
[6.5] Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.		
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12.1.15 <b>Subcontractors' notice board</b> [6.6] A notice board is required:  Specific requirements: None	No		
12.1.16 <i>Water</i> [7.2] Option A (by contractor)  Option B (by employer - free of charge)  Option C (by employer - metered)	Yes No No		
12.1.17 <i>Electricity</i> [7.3] Option A (by contractor)  Option B (by employer - free of charge)  Option C (by employer - metered)	Yes No No		
12.1.18 <b>Telecommunications</b> [7.4] Telephone Facsimile E-mail	Yes Yes Yes		
12.1.19 Ablution facilities [7.5] Option A (by contractor) Option B (by employer)	Yes No		
12.1.21 Special attendance [9.2] Subcontractor (1) details: None Subcontractor (2) details: None Subcontractor (3) details: None Subcontractor (4) details: None  12.1.22 Protection of works [11.1] Specific requirements: None			
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12.1.20 Protection of existing/sectionally occupied		
works		
[11.2] Protection is required Yes		
12.1.23 <i>Disturbance</i> [11.5] Specific requirements: The <b>contractor</b> shall keep the site, structures,		
etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b>		
12.1.24 <i>Environmental disturbance</i> [11.6] Specific requirements: The <b>contractor</b> shall keep the site free of rubble. All		
mixing areas shall be rehabilitated after usage.		
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	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				
1	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 <b>works</b> 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 <b>principal agent</b>				
	Fixed: Value: Time:	Item			
2	C2 GENERAL PREAMBLES				
	The document "Specification of Materials and Methods to be used (PW371)" is obtainable from the Department of Public Works 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 <b>bills of quantities</b> and be referred to for the full descriptions of work to be done and materials to be used				
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1	C3 TRADE NAMES			
	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			
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for			
	Fixed: Value: Time:	Item		
2	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 DPW-23(EC) to be completed by tenderer			
	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)			
	Fixed: Value: Time:	Item		
3	C5 VIEWING THE SITE IN SECURITY AREAS			
	The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purposes			
	Fixed: Value: Time:	N/A		
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1	C6 COMMENCEMENT OF WORKS IN SECURITY AREAS			]
	As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account			
	Fixed: Value: Time:	N/A		1
2	C7 ENTRANCE PERMITS TO SECURITY AREAS			
	As the <b>works</b> falls within a security area the <b>contractor</b> 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: Time:	N/A		ı
3	C8 SECURITY CHECK OF PERSONNEL			Ì
	The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified  In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith			
	and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b>			1
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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				
Fixed:Value: Time:	N/A			
C10 HIV/AIDS AWARENESS				
It is required of the <b>contractor</b> 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 <b>bills of quantities</b> . 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 <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b> , 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 <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment				
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Section No. 1 SECTION 1: PRELIMINARIES Bill No. 1 PRELIMINARIES JMQS				
	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  Fixed:	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  Fixed:	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  Fixed:	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  Fixed:

1	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: Time:	Item		
2	C10.2 AWARENESS WORKSHOPS			
	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			
	Fixed:Value: Time:	Item		
3	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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification			
	Fixed: Value: Time:	Item		
4	C10.4 ACCESS TO CONDOMS			
7	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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification			
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1	C10.5 MONITORING			
	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification			
	Fixed: Value: Time:	Item		
2	C11 OCCUPATIONAL HEALTH AND SAFETY ACT			
	The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).			
	It is required of the <b>contractor</b> 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 <b>bills of quantities / lump sum document</b>			
3	The <b>contractor</b> 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 noncompliance, the <b>principal agent</b> , 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 <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. Medicals, Induction, Identification cards, Safety system file and training, Fire protection, Facilities, Surface mobile equipment, Flammable liquids storage, First aid, Signage, Health and safety personnel, Refresher training down time, Personal protective equipments, Fall prevention/protection, Fire fighting, Facilities, Light vehicle staff transportation, etc.  The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.			
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1	Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained				
	Fixed:Value: Time:	Item			
2	C12 SITE INSTRUCTIONS				
	Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the <b>contractor</b>				
	Fixed:Value: Time:	Item			
3	C13 WARRANTIES FOR MATERIAL AND WORKMANSHIP				
	Where warranties for materials and/or workmanship are called for, the <b>contractor</b> shall obtain a written warranty, addressed to the <b>employer</b> , from the firm supplying the materials and/or doing the work and shall deliver same to the <b>principal agent</b> on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranteed for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the <b>contractor</b>				
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1	C14 CO-OPERATION OF CONTRACTOR FOR COST			
	MANAGEMENT			
	It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The <b>principal agent</b> undertakes to make available to the <b>contractor</b> all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the <b>contractor</b> shall attend all cost plan review and cost management meetings. The <b>contractor</b> undertakes to extend these procedures, as necessary, to all subcontractors			
	Fixed:Value:Time:	Item		
2	C15 PROPPING OF FLOORS BELOW			
	The <b>contractor</b> is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b>			
	Fixed: Value: Time:	Item		
3	C16 TESTING OF WINDOWS FOR WATERTIGHTNESS			
	Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the <b>principal agent</b> , the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means			
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1	C17	TESTING	OF FLAT ROOF	F WATERPROOFIN	IG			
	FOR	WATERTI	GHTNESS					
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	Time:_					Item		
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SECTION 1: PRELIMINARIES Bill No. 1				
PRELIMINARIES  JMQS				

Item No		Quantity	Rate	Amount R
Ï	BILL NO. 1			
	ELECTRIC FENCE (PROVISIONAL)			
	SUPPLEMENTARY PREAMBLES			
	Tenderers are advised to study the document, specifications of materials and method to be used - "PW371" as published by the National Department of Public Works before pricing this Bill.			
	THE FOLLOWING IN FENCING			
	For more specifications refer to Architectural drawings			
	Supply and install complete electric fence including bracket square tube 8 line angled black with accessories as per the manufacturer's instruction			
1	Electric Fence m	1,600		
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Item No		Quantity	Rate	Amount R	
	BILL NO 2				
	PROVISIONAL SUMS				
	SUPPLEMENTARY PREAMBLES				
	The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums"				
	<u>General</u>				
	In the event of a prime cost amount or provisional sum being omitted the items 'Allow for profit' and 'Allow for attendance' applicable shall be omitted together with the prime cost amount or provisional sum and no claim whatsoever will be entertained in this regard				
	The principle agent shall be entitled to nominate or select any further specialists and other to execute work or supply and fix any goods whether or not a provisional sum is included in the bills of quantities and such specialists and other will then be deemed to be 'selected subcontractors' as the case may be				
	Profit				
	Where profit stated, the contractor may allow for profit if required				
	Attendance upon nominated/selected subcontractors				
	The item 'Allow for attendance' which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the subcontractor the service as set out in clause B9 of the preliminaries				
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	Section No. 2 SECTION 2: EXTERNAL WORKS Bill No. 2 PROVISIONAL SUM JMQS				

	Taking delivery				
	Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged submitting a report thereof to the interested parties and issuing vouchers for the receipt of such goods. The contractor is to store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur				
	Work executed under a separate/direct contract				
	The contractor shall permit access to the site and to the places where the work is to be carried out and provide every facility to enable the specialist to carry out his work in a workmanlike manner and in proper order and sequence				
	<u>Co-ordination</u>				
	The contractor shall obtain all necessary particulars of subcontractors and nominated/selected subcontractors' work timeously and the contractor will be responsible for the programming and co-ordination of the works				
	Number of nominated/selected subcontractors				
	The contractor's attention is drawn to the fact that the indicated individual provisional sums may consist of numerous specialists, all of which will become nominated/selected subcontractors. The contractor must therefore allow in his tender for any cost implication this may bring about, as no claims in this regard will be entertained				
	Community Liaison Officer				
	Provide the amount of R30,000.00 (Thirty thousand Rand) for community liaison officer	Item		30,000.	00
	Allow for profit		%		
	Allow for attendance		%		
,	Allow for attendance		70		
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	FINAL SUMMARY					
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2	SECTION 2: EXTERNAL WORKS	63				
	Sub-Total		R			
	CONTINGENCY SUM					
	Add: Amount for Contingency at 5.0%		R			
	Subtotal		R			
	ADD: Value added Tax at 15%		R			
	Total Carried to Tender Form		R			
	TOTAL CARRIED TO FORM OF TENDER JMQS		R			
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