



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**PRELIMINARIES
FOR INCLUSION IN
BILLS OF QUANTITIES AND
LUMP SUM DOCUMENTS
BASED ON THE
JBCC SERIES 2000 DOCUMENTATION**

APRIL 2014

NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS

PRELIMINARIES

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

Section A

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement. Certain clauses have been modified by the Department and must be inserted unaltered into the Bills of Quantities / Lump Sum Document

The Consultant Quantity Surveyor / Project Manager must ensure that the clauses that have been modified by the Department in this section are identical to those reflected in clause 42.4.7 of the Schedule of Contract Variables (Contract Data DPW-04EC)

The Schedule of Contract Variables (Contract Data DPW-04EC) also requires the insertion of additional information pertinent to the contract

Section B

Section B lists the clauses of and refers directly to the JBCC Preliminaries

The Schedule of Variables requires the insertion of additional information pertinent to the contract

Section C

Section C contains specific preliminary items. All items must be scrutinized and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

SECTION 1**PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**DEFINITIONS**

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" 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 "**Fraudulent Practice**" is added:

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

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

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

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

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all 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 "**Security**" is amended by replacing it with the following:

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0 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 **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A5.0	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 related: _____ Time related: _____ Item
A6.0	SITE REPRESENTATIVE Clause 6.0 Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	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 related: _____ Time related: _____ Item
A8.0	WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.5 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

SECTION 1: PRELIMINARIES (SECTION A)**Each Item Carried to Collection**

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____ **Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A13.0 **No clause**

A14.0 **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 **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

A15.0 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:

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

Fixed: _____ Value related: _____ Time related: _____

Item

A16.0	<p>ACCESS TO THE WORKS</p> <p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words “and the appointment of nominated and selected subcontractors”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A18.0	<p>SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A19.0	<p>ASSIGNMENT</p> <p>Clause 19.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A20.0	<p>NOMINATED SUBCONTRACTORS</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A21.0	<p>SELECTED SUBCONTRACTORS</p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A22.0	<p>EMPLOYER’S DIRECT CONTRACTORS</p> <p>Clause 22.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value related: _____ Time related: _____ Item
	COMPLETION
A24.0	PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____ Item
A25.0	WORKS COMPLETION Clause 25.0 Fixed: _____ Value related: _____ Time related: _____ Item
A26.0	FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting “#” next to 26.1.2 Fixed: _____ Value related: _____ Time related: _____ Item
A27.0	LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value related: _____ Time related: _____ Item
A28.0	SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value related: _____ Time related: _____ Item
A29.0	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
A30.0	PENALTY FOR NON-COMPLETION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____ Item
	PAYMENT
A31.0	INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Clause 31.5.2 is amended by replacing “14.7.1” with “14.0” Clause 31.8 is amended by replacing it with the following two alternative clauses:

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**

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** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed: _____ Value related: _____ Time related: _____
Item

A32.0

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

A33.0	RECOVERY OF EXPENSE AND LOSS Clause 33.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A34.0	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 inserting “#” next to 34.2 Clause 34.8 is amended by deleting the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1” 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: _____ <div>Item</div>
A35.0	PAYMENT TO OTHER PARTIES Clause 35.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A36.0	CANCELLATION 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: _____ <div>Item</div>

A37.0	<p>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A38.0	<p>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A39.0	<p>CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence:</p> <p>“within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A40.0	<p>DISPUTE</p> <p>DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

SUBSTITUTE PROVISIONS

A41.0

STATE CLAUSES

Clause 41.0

Fixed:_____ Value related:_____ Time related:_____

Item

CONTRACT VARIABLES

A42.0

THE SCHEDULE (DPW-04EC)

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed:_____ Value related:_____ Time related:_____

Item

SECTION B: JBCC PRELIMINARIES**B1.0 DEFINITIONS AND INTERPRETATION****B1.1 *Definitions and interpretation***

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

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.0 DOCUMENTS**B2.1 *Checking of documents***

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.3 *Availability of construction documentation*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.4 *Interests of agents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.5 *Priced documents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.6 *Tender submission*

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.0 THE SITE**B3.1 *Defined works area***

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.2 *Geotechnical investigation*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.3 *Inspection of the site*

Fixed: _____ Value related: _____ Time related: _____ **Item**

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B3.4	Existing premises occupied	Fixed: _____ Value related: _____ Time related: _____	Item
B3.5	Previous work – dimensional accuracy	Fixed: _____ Value related: _____ Time related: _____	Item
B3.6	Previous work – defects	Fixed: _____ Value related: _____ Time related: _____	Item
B3.7	Services – known	Fixed: _____ Value related: _____ Time related: _____	Item
B3.8	Services – unknown	Fixed: _____ Value related: _____ Time related: _____	Item
B3.9	Protection of trees	Fixed: _____ Value related: _____ Time related: _____	Item
B3.10	Articles of value	Fixed: _____ Value related: _____ Time related: _____	Item
B3.11	Inspection of adjoining properties	Fixed: _____ Value related: _____ Time related: _____	Item
B4.0	MANAGEMENT OF CONTRACT		
B4.1	Management of the works	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	Programme for the works	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	Progress meetings	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	Technical meetings	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	Labour and plant records	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS	
B5.1	<i>Samples of materials</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	<i>Workmanship samples</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	<i>Shop drawings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.4	<i>Compliance with manufacturers' instructions</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.0	TEMPORARY WORKS AND PLANT	
B6.1	<i>Deposits and fees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	<i>Enclosure of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	<i>Advertising</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	<i>Plant, equipment, sheds and offices</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.5	<i>Main notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.6	<i>Subcontractors' notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.0	TEMPORARY SERVICES	
B7.1	<i>Location</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.2	<i>Water</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B7.3	Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B7.4	Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B7.5	Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B8.0	PRIME COST AMOUNTS		
B8.1	Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS		
B9.1	General attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.2	Special attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.3	Commissioning – fuel, water and electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B10.0	FINANCIAL ASPECTS		
B10.1	Statutory taxes, duties and levies	Fixed: _____ Value related: _____ Time related: _____	Item
B10.2	Payment for preliminaries	Fixed: _____ Value related: _____ Time related: _____	Item
B10.3	Adjustment of preliminaries	<p>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”</p>	
		Fixed: _____ Value related: _____ Time related: _____	Item
B10.4	Payment certificate cash flow	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B11.0	GENERAL			
B11.1	<i>Protection of the works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.2	<i>Protection / isolation of existing / sectionally occupied works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.3	<i>Security of the works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.4	<i>Notice before covering work</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.5	<i>Disturbance</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.6	<i>Environmental disturbance</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.7	<i>Works cleaning and clearing</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.8	<i>Vermin</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.9	<i>Overhand work</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.10	<i>Instruction manuals and guarantees</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.11	<i>As built information</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.12	<i>Tenant installations</i>	Fixed: _____	Value related: _____	Time related: _____ Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B12.0 **SCHEDULE OF VARIABLES**B12.1 ***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* (yes/no) ☐

12.1.2 *Availability of construction documentation*

[2.3] *Construction documentation is complete* (yes/no) ☐

12.1.3 *Interests of agents*

[2.4] Details:

12.1.4 *Defined works area*

[3.1] Details:

12.1.5 *Geotechnical investigation*

[3.2] Details:

12.1.6 *Existing premises occupied*

[3.4] Specific requirements:

12.1.7 *Previous work – dimensional accuracy*

[3.5] Details:

12.1.8 *Previous work – defects*

[3.6] Details:

12.1.9 *Services – known*

[3.7] Details:

12.1.10 *Protection of trees*

[3.9] Specific requirements:

12.1.11 *Inspection of adjoining properties*

[3.11] Specific requirements:

12.1.12 *Enclosure of the works*

[6.2] Specific requirements:

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times	
12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering	
12.1.15 [6.6]	Subcontractors' notice board A notice board is required (yes/no) <input type="checkbox"/> Specific requirements:	
12.1.16 [7.2]	Water Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer – free of charge) (yes/no) <input type="checkbox"/> Option C (by employer – metered) (yes/no) <input type="checkbox"/>	
12.1.17 [7.3]	Electricity Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer – free of charge) (yes/no) <input type="checkbox"/> Option C (by employer – metered) (yes/no) <input type="checkbox"/>	
12.1.18 [7.4]	Telecommunications Telephone (yes/no) <input type="checkbox"/> Facsimile (yes/no) <input type="checkbox"/> E-mail (yes/no) <input type="checkbox"/>	
12.1.19 [7.5]	Ablution facilities Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer) (yes/no) <input type="checkbox"/>	
12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required (yes/no) <input type="checkbox"/>	
12.1.21 [9.2]	Special attendance Subcontractor (1) details: Subcontractor (2) details: Subcontractor (3) details: Subcontractor (4) details:	

12.1.22 [11.1]	Protection of the works Specific requirements:		
12.1.23 [11.5]	Disturbance Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
12.1.24 [11.6]	Environmental disturbance Specific requirements:		
12.2	POST-TENDER INFORMATION		
12.2.1 [10.2]	Payment of preliminaries Option A (prorated)	(yes/no)	<input type="checkbox"/>
	Option B (calculated)	(yes/no)	<input type="checkbox"/>
12.2.2 [10.3]	Adjustment of preliminaries Option A (three categories)	(yes/no)	<input type="checkbox"/>
	Option B (detailed breakdown)	(yes/no)	<input type="checkbox"/>
12.2.3	Additional agreed preliminaries items Details:		

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0

CONTRACT DRAWINGS

** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* 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

* A full set of drawings is issued with the tender documents indicating the full 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 understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____
Item

C2.0

PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities / lump sum document**

Fixed: _____ Value related: _____ Time related: _____
Item

C3.0

TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

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

Fixed: _____ Value related: _____ Time related: _____
Item

C4.0	<p>IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C5.0	<p>VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C6.0	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C7.0	<p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C8.0	<p>SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

C9.0	<p>PROHIBITION ON TAKING OF PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.0	<p>HIV/AIDS AWARENESS</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>
C10.1	<p>AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.2	<p>AWARENESS WORKSHOPS</p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.3	<p>POSTERS, BOOKLETS, VIDEOS, ETC.</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

C10.4	<p>ACCESS TO CONDOMS</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.5	<p>MONITORING</p> <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C11.0	<p>OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C12.0	<p>EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)</p> <p>The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities</p> <p>The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities</p> <p>The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p>

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____
Item

C13.0

IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

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

**SECTION 1
PRELIMINARIES**
COLLECTION
AMOUNT

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A10.0	Works insurances	3		
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