

PACOFS Perimeter Fence BoQ

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>BILL NO. 1</p>				
<p>PRELIMINARIES</p>				
<p>BUILDING AGREEMENT AND PRELIMINARIES</p>				
<p>NOTES</p>				
<p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".</p>				
<p>PRICING OF PRELIMINARIES</p>				
<p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p>				
<p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p>				
<p>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</p>				
<p>DEFINITIONS</p>				
<p>A1 DEFINITIONS AND INTERPRETATION</p>				
<p>Clause 1.0 Clause</p>				
<p>1.1 Definition of "Commencement Date" is added:</p>				
<p>"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p>				
<p>Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:</p>				

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<p>"CONSTRUCTION PERIOD" means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>INTEREST means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No.1 of 1999)</p> <p>(a) In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>OBJECTIVE AND PREPARATION</p> <p>A2 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p>A3 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this</p>	Item	1		
	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>contract on the site, to which the employer, principal agent and agents shall have access at all times ☐</p> <p>Fixed: _____ Value related: _____ Time related: _____ ☐</p>				
<p>A4 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Fixed: _____ Value related: _____ Time related: _____ ☐</p>	Item	0		
<p>A5 EMPLOYERS AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34,4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p>A6 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p>A7 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: The provisions herein include inter alia, compliance 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), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor</p> <p>Fixed: _____ Value related: _____ Time related</p>	Item	0		0
<p>A8 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time</p>	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
related: _____				
<p>A9 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p>A10 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p>	CONT	0		
<p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractors obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p>	CONT	0		
<p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p>	CONT	0		
<p>(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6</p>	CONT	0		
<p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>	CONT	0		
<p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p>	CONT	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable	CONT	0		
(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	CONT	0		
(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	CONT	0		
(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 and will remain adequately insured or insured 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	CONT	0		
(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	CONT	0		
10.7 High risk insurance	CONT	0		
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	CONT	0		
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 contractors 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 contractors 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: _____

A11☐ LIABILITY INSURANCES

CONT 0

CONT 0

Item 0

Item 0

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Clause 11.0 Fixed: _____ Value related: _____ Time related: _____				
A12 EFFECTING INSURANCES	Item	0		
Clause 12.0 Fixed: _____ Value related: _____ Time related: _____				
A13.0 No clause	N/A	0		
A14 SECURITY	CONT	0		
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 submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)	CONT	0		
14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)	CONT	0		
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 employers entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor	CONT	0		
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.	CONT	0		
14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:	CONT	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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	CONT	0		
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	CONT	0		
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	CONT	0		
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	CONT	0		
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 employers entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor	CONT	0		
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	CONT	0		
14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:	CONT	0		
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	CONT	0		
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				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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)	CONT	0		
14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of practical completion	CONT	0		
14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring	CONT	0		
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	CONT	0		
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	CONT	0		
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:	CONT	0		
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	CONT	0		
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	CONT	0		
14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)	CONT	0		
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	CONT	0		
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:	CONT	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)	CONT	0		
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 employers entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor	CONT	0		
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	CONT	0		
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 contractors 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	0		
EXECUTION	H2	0		
A15 PREPARATION FOR AND EXECUTION OF THE WORKS	CONT	0		
Clause 15.0				
Clause 15.1.1 is amended by replacing it with:				
No Clause				
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	CONT	0		
Clause 15.2.1 is amended by replacing it with the following clause:	CONT	0		
Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4 Fixed:_____ Value related:_____ Time related:_____	Item	0		
A16 ACCESS TO THE WORKS	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>A17 CONTRACT INSTRUCTIONS</p>	Item	0		
<p>Clause 17.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>A18 SETTING OUT OF THE WORKS</p>	Item	0		
<p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>A19 ASSIGNMENT</p>	Item	0		
<p>Clause 19.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>A20 NOMINATED SUB-CONTRACTORS</p>	Item	0		
<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>A21 SELECTED SUBCONTRACTORS</p>	Item	0		
<p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No Clause</p>				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Fixed:_____ Value related:_____ Time related:_____				
A22EMPLOYERS DIRECT CONTRACTORS	Item	0		
Clause 22.0				
Fixed:_____ Value related:_____ Time related:_____				
A23CONTRACTOR'S DOMESTIC SUBCONTRACTORS	Item	0		
Clause 23.0				
Fixed:_____ Value related:_____ Time related:_____				
COMPLETION	H2	0		
A24PRACTICAL COMPLETION	Item	0		
Clause 24.0				
Fixed:_____ Value related:_____ Time related:_____				
A25WORK'S COMPLETION	Item	0		
Clause 25.0				
Fixed:_____ Value related:_____ Time related:_____				
A26FINAL COMPLETION	Item	0		
Clause 26.0				
Fixed:_____ Value related:_____ Time related:_____ ?				
A27PATENT DEFECTS LIABILITY PERIOD	Item	0		
Clause 27.0				
Fixed:_____ Value related:_____ Time related:_____				
A28SECTIONAL COMPLETION	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Clause 28.0 Fixed: _____ Value related: _____ Time related: _____				
A29 REVISION OF DATE FOR PRACTICAL COMPLETION	Item	0		
Clause 29.0 Fixed: _____ Value related: _____ Time related: _____				
A30 PENALTY FOR NON-COMPLETION	Item	0		
Clause 30.0 Fixed: _____ Value related: _____ Time related: _____				
PAYMENT	H2	0		
A31 INTERIM PAYMENT TO THE CONTRACTOR	CONT	0		
Clause 31.0 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:	CONT	0		
31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion	CONT	0		
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	CONT	0		
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	CONT	0		
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	CONT	0		

DESCRIPTION	UNIT	QUANTITY	RATE	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				
31.8(B) Where security is a payment reduction in terms in full. The value certified shall be subject to the following percentage adjustments:	CONT	0		
31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion	CONT	0		
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	CONT	0		
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	CONT	0		
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	CONT	0		
Clause 31.9 is amended by replacing "twenty-one (21) calender days" with thirty (30) calender days	CONT	0		
Clause 31.12 is amended by deleting the following:	CONT	0		
Payment shall be subject to the employer giving the contractor a tax invoice for the amount due	CONT	0		
Fixed: _____ Value related: _____ Time related: _____				
A32 ADJUSTMENT TO THE CONTRACT VALUE	Item	0		
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: _____				
A33 RECOVERY OF EXPENSE AND LOSS	CONT	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Clause 33.0				
Clause 33.2 is amended by adding the following clauses:				
33.2.9 the contractors failure or neglect to commence with the works on the dates prescribed in the contract	CONT	0		
33.2.10 the contractors failure or neglect to proceed with the works in terms of the contract	CONT	0		
33.2.11 the contractors failure or neglect for any reason to complete the works in accordance with the contract	CONT	0		
33.2.12 the contractors refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract	CONT	0		
33.2.13 the contractors estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
A34 FINAL ACCOUNT AND FINAL PAYMENT	Item	0		
Clause 34.0				
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: _____				
A35 PAYMENT TO OTHER PARTIES	Item	0		
Clause 35.0				
Fixed: _____ Value related: _____ Time related: _____				
CANCELLATION	H2	0		
A36 CANCELLATION BY EMPLOYER - CONTRACTORS DEFAULT	CONT	0		
Clause 36.0				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>Clause 36.3 is amended by removing the reference to No clause and replacing the words principal agent with employer</p>				
<p>Clause 36.0 is amended by the addition of the following clause:</p>	CONT	0		
<p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>	Item	0		
<p>Fixed: _____ Value related: _____ Time related: _____</p>				
<p>A37 CANCELLATION BY EMPLOYER LOSS AND DAMAGE</p>	CONT	0		
<p>Clause 37.0</p>				
<p>Clause 37.0 is amended by the addition of the following clause:</p>	Item	0		
<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>A38 CANCELLATION BY CONTRACTOR - EMPLOYERS DEFAULT</p>	CONT	0		
<p>Clause 38.0</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>	Item	0		
<p>Fixed: _____ Value related: _____ Time</p>				

related: _____

A39 ~~0~~ CANCELLATION OF THE WORKS

Item

0

Clause 39.0

Fixed: _____ Value related: _____ Time
related: _____

A40 ~~0~~ DISPUTE SETTLEMENT

Item

0

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed: _____ Value related: _____ Time
related: _____

SUBSTITUTE PROVISIONS

H2

0

A41 ~~0~~ STATE CLAUSES

Item

0

Clause 41.0

Fixed: _____ Value related: _____ Time
related: _____

A41 ~~0~~ STATE CLAUSES

Item

0

Clause 41.0

Fixed: _____ Value related: _____ Time
related: _____

THE SCHEDULE

H2

0

Information necessary for completion of those clauses contained in

0

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
the schedule which are necessary for tender purposes is given hereunder				
Pre-tender information (clause 42) Fixed:_____ Value related:_____ Time related:_____	Item	0		
Clause 42.0 Tenderers are referred to document C1.2: Contract Data for variables pertaining to this contract Fixed:_____ Value related:_____ Time related:_____	Item	0		
SECTION B: JBCC PRELIMINARIES	H1	0		
DEFINITIONS AND INTERPRETATION	H2	0		
Definitions and interpretation Fixed:_____ Value related:_____ Time related:_____	Item	0		
DOCUMENTS				
Checking of documents Fixed:_____ Value related:_____ Time related:_____	Item			
Provisional bills of quantities Fixed:_____ Value related:_____ Time related:_____	N/A			
Availability of construction documentation Fixed:_____ Value related:_____ Time related:_____	Item	0		
Interests of agents Fixed:_____ Value related:_____ Time related:_____	Item	0		
Priced documents	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Fixed: _____ Value related: _____ Time related: _____ Tender submission	Item	0		
Clause 2.6 is amended by replacing JBCC Form of Tender with Form of Offer/Tender" included in the returnable schedules				
Fixed: _____ Value related: _____ Time related: _____ THE SITE	H2	0		
Defined works area	Item	0		
Fixed: _____ Value related: _____ Time related: _____ Geotechnical investigation	Item	0		
Fixed: _____ Value related: _____ Time related: _____ Inspection of the site	Item	0		
Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission.				
Fixed: _____ Value related: _____ Time related: _____ Existing premises occupied	Item	0		
Fixed: _____ Value related: _____ Time related: _____ Previous work dimensional accuracy	N/A	0		
Fixed: _____ Value related: _____ Time related: _____ Previous work defects	Item	0		
Fixed: _____ Value related: _____ Time related: _____ Services known	Item	0		

Fixed: _____ Value related: _____ Time related: _____

Services unknown

Item 0

Fixed: _____ Value related: _____ Time related: _____

Protection of trees

Item 0

Fixed: _____ Value related: _____ Time related: _____

Articles of value

Item 0

Fixed: _____ Value related: _____ Time related: _____

Inspection of adjoining properties

Item 0

Fixed: _____ Value related: _____ Time related: _____

MANAGEMENT OF CONTRACT

H2 0

Management of the works

Item 0

Fixed: _____ Value related: _____ Time related: _____

Programme for the works

Item 0

Fixed: _____ Value related: _____ Time related: _____

Progress meetings

Item 0

Fixed: _____ Value related: _____ Time related: _____

Technical meetings

Item 0

Fixed: _____ Value related: _____ Time related: _____

Labour and plant records

Item 0

Fixed: _____ Value related: _____ Time related: _____

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS	H2	0		
Samples of materials	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Workmanship samples	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Shop drawings	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
TEMPORARY WORKS AND PLANT				
Deposits and fees	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Enclosure of the works	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Advertising	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Plant, equipment, sheds and offices	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Main notice board	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Subcontractors notice board	Item	0		
Fixed: _____ Value related: _____ Time related: _____				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TEMPORARY SERVICES				
Location	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Water	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Electricity	Item	1		
Fixed: _____ Value related: _____ Time related: _____				
Telecommunication facilities	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Ablution facilities	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
PRIME COST AMOUNTS				
Responsibility for prime cost amounts	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
ATTENDANCE ON N/S SUBCONTRACTORS				
General attendance	Item	0		
The schedule rates providing for attendance on nominated subcontractors and other contractors, will be adjusted only if the scope of the work has changed				
Fixed: _____ Value related: _____ Time related: _____				
Special attendance	Item	0		
Fixed: _____ Value related: _____ Time related: _____				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
related: _____				
Commissioning fuel, water and electricity	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
FINANCIAL ASPECTS				
Statutory taxes, duties and levies	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Payment for preliminaries	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Adjustment of preliminaries	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Payment certificate cash flow	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
GENERAL				
Protection of the works	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Protection / isolation of existing / sectionally occupied works	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Security of the works	Item	0		
Fixed: _____ Value related: _____ Time related: _____				
Notice before covering work	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Fixed:_____ Value related:_____ Time related:_____				
Disturbance	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Environmental disturbance	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Works cleaning and clearing	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Vermin	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Overhand work	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Instruction manuals and guarantees	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
As built information	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
Tenant installations	Item	0		
Fixed:_____ Value related:_____ Time related:_____				
SCHEDULE OF VARIABLES				
Pre-tender information	Item	0		
Fixed:_____ Value related:_____ Time				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
related: _____				
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.		0		
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.		0		
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 <input checked="" type="checkbox"/> PRE TENDER INFORMATION		0		
12.1.1 <input checked="" type="checkbox"/> Provisional Bills of Quantities				
[2.2] <input checked="" type="checkbox"/> The quantities are provisional Yes				
12.1.2 <input checked="" type="checkbox"/> Availability of construction documentation		0		
[2.3] <input checked="" type="checkbox"/> Construction of documentation is complete YES				
12.1.3 <input checked="" type="checkbox"/> Interest of agents		0		
[2.4] <input checked="" type="checkbox"/> Details: None				
12.1.4 <input checked="" type="checkbox"/> Defined works area		0		
[3.1] <input checked="" type="checkbox"/> Details: Restrictions will be pointed out at the site inspection				
12.1.5 <input checked="" type="checkbox"/> Geotechnical investigation		0		
[3.2] <input checked="" type="checkbox"/> Details: N/A				
12.1.6 <input checked="" type="checkbox"/> Existing premises occupied		0		
[3.4] <input checked="" type="checkbox"/> Specific requirements: N/A				
12.1.7 <input checked="" type="checkbox"/> Previous work - dimensional accuracy		0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
[3.5] Details:				
12.1.8 Previous work - defects		0		
[3.6] Details:				
12.1.9 Services - known		0		
[3.7] Details: Existing services and points of connection will be pointed out on site by the principal agent				
12.1.10 Protection of trees		0		
[3.9] Specific requirements:				
12.1.11 Inspection of adjoining properties		0		
[3.11] Specific requirements:				
12.1.12 Enclosure of the works		0		
[6.2] Specific requirements:				
12.1.13 Offices		0		
[6.4.3] Specific requirements:				
The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, 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 Main notice board		0		
[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, 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				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
shall be inscribed in dark green painted sans serif lettering.				
12.1.15 Subcontractors' notice board				
[6.6] Specific requirements: NO				
12.1.16 Water				
[7.2] Option A (by contractor) YES				
Option B (by employer - free of charge) NO				
Option C (by employer - metered) NO				
12.1.17 Electricity				
[7.3] Option A (by contractor) YES				
Option B (by employer - free of charge) NO				
Option C (by employer - metered) NO				
12.1.18 Telecommunications		0		
[7.4] Telephone YES				
Facsimile YES				
E-mail				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
YES				
12.1.19 <input type="checkbox"/> Ablution facilities				
[7.5] <input type="checkbox"/> Option A (by contractor)				
YES				
<input type="checkbox"/> Option B (by employer)				
NO				
12.1.20 <input type="checkbox"/> Protection of existing/sectionally occupied works	Item	0		
[11.2] <input type="checkbox"/> Protection is required				
YES				
12.1.21 <input type="checkbox"/> Special attendance				
[9.2] <input type="checkbox"/> N/A				
12.1.22 <input type="checkbox"/> Protection of works				
[11.1] <input type="checkbox"/> Specific requirements:				
12.1.23 <input type="checkbox"/> Disturbance				
[11.5] <input type="checkbox"/> Specific requirements:				
<input type="checkbox"/> 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 <input type="checkbox"/> Environmental disturbance				
[11.6] <input type="checkbox"/> Specific requirements:				
12.2 <input type="checkbox"/> POST-TENDER INFORMATION				
12.2.1 <input type="checkbox"/> Payment of preliminaries				
[10.2] <input type="checkbox"/> Option A (prorated)				
YES/NO				
<input type="checkbox"/> Option B (calculates)				

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
YES/NO				
12.2.2 Adjustment of preliminaries				
[10.3] Option A (three categories)				
YES/NO				
Option B (detailed breakdown)				
YES/NO				
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				
<p data-bbox="65 1048 379 1081">C1 CONTRACT DRAWINGS</p> <p data-bbox="65 1126 911 1317">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</p> <p data-bbox="65 1361 906 1473">Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p data-bbox="65 1518 746 1585">Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p data-bbox="65 1630 655 1664">C2 MODEL PREAMBLES FOR TRADES PREAMBLES</p> <p data-bbox="65 1709 916 1933">The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1997 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</p> <p data-bbox="65 1977 746 2045">Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderers attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	0		
<p>C4 OCCUPATIONAL HEALTH AND SAFETY</p> <p>Allowance to be made under this clause for compliance with all requirements of the occupational health and safety act and regulations</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	1		
Total Carried forward				