

PROPOSED UPGRADE OF BUILDING CORRIDORS

SECTION A

PRELIMINARIES

NOTES

BUILDING AGREEMENT AND PRELIMINARIES

The agreement is to be the JBCC Series 2000 Principal Building Agreement, inclusive of the contract data Addenda EC and CE (Edition CE 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described in conjunction with the Department of Public Works Procurement Policy.

The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (January 2003) prepared by the Joint Building Contracts Committee shall be deemed to be incorporated in these bills of quantities.

Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof.

These clauses are herein referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents.

Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").

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PREAMBLES FOR TRADES

The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

Supplementary Preambles to the Model Preambles covering clauses of a general nature, clauses pertaining too specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project.

The Contractor's price for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles.

GENERAL

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, "F", "T" or "V" as the case may be below such item, where "F"denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and T denotes an amount in proportion to time.

Definitions (A1)

Definitions and interpretation (clause 1)

F:.....

V:.....

T:.....

Objective (A2)

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Offer acceptance and performance (clause 2)

F:.....

V:.....

T:.....

Preparation (A3-A14)

Documents (clause 3)

Clause 3.1 shall be deemed to be deleted

The first sentence of Clause 3.2 shall be deemed to read "Where the employer requires the contractor to waiver his lien as stated in the schedule, the contractor shall do so as per Clause 15.1.3"

F:.....

V:.....

T:.....

Design responsibility (clause 4)

F:.....

V:.....

T:.....

Employer's agents (clause 5)

F:.....

V:.....

T:.....

Site representative (clause 6)

F:.....

V:.....

T:.....

Compliance with regulations (clause 7)

F:.....

V:.....

T:.....

Works risk (clause 8)

F:.....

V:.....

T:.....

R

Indemnities (clause 9)

F:.....

V:.....

T:.....

Works insurance (clause 10)

F:.....

V:.....

T:.....

Liability insurances (clause 11)

F:.....

V:.....

T:.....

Effecting insurance (clause 12)

F:.....

V:.....

T:.....

**12.1 INSURANCES EFFECTED BY THE
PRINCIPAL**

12.1.1 CONTRACT WORKS INSURANCE

This policy provides insurance cover on all contracts for accidental physical loss of or damage to contract works, temporary works and materials intended for incorporation into the works and may include inland transit cover (except where it is a continuation of marine transit).
Contracts, undertaken by:

12.1.1.1 the insured (i.e. the Principal or South African National Intelligence Agency) hereinafter referred to as the employer, whichever organisation will then be deemed as a contractor: Provided its rights do not exceed the rights of any independent contractor working on its behalf;

12.1.1.2 contractor's employed by the employer as well as any other subcontractors employed by the contractor's.

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12.1.2 PUBLIC LIABILITY INSURANCE

This insurance provides indemnity against legal liability in the event of accidental death of or injury to a third party person and/or loss of or damage to third party property directly arising from the performance of the contract and occurring during the period of the insurance with an indemnity limit of R 10 million of all claims arising from any one event or series of events resulting from or attributed to any one source or original source.

12.2 INSURANCE TO BE EFFECTED BY THE CONTRACTOR

12.2.1 The contractor or subcontractor must supply the following insurance, where applicable:

12.2.1.1 Insurance for construction machinery and plant (including tools, offices and other temporary structures and content) and other items - other than those intended for incorporation into the works brought on to site for an amount adequate to replace same.

12.2.1.2 Insurance under the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

12.2.1.3 Motor vehicle liability insurance with (at least) indemnification for balance of third party risks, including passenger liability.

12.2.1.4 If the contractor entails manufacture and/ or assembly of the works or parts thereof on site other than the contract site, the contractor must satisfy the employer that all materials and equipment intended for incorporation into the works are adequately insured during the manufacture or assembly. If the employer has insurable interest in such works during manufacture or assembly, such interest should be recorded by way of endorsement on the policies concerned.

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12.2.2 The insurances to be provided by the contractor must be effected with insurances and on conditions approved by the employer (which approval shall not be withheld unreasonably) and must be maintained for the required period, including any maintenance period. The contractor shall furnish the appropriate insurance policies to the employer within fourteen (14) days after commencement of the contract.

Should the contractor fail to effect and maintain the insurances referred to under this section, the employer may effect and maintain such insurances and pay such premiums as may be required for this purpose and may, from time to time, deduct the amount paid by the employer from any monies which are or may become payable to the contractor or recover same from the contractor as a debt.

12.2.4 The contractor must ensure that all proposed subcontractors are fully aware of the contents of these clauses and, where applicable, require subcontractors to comply with same.

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12.3 INSURANCE CLAIMS PROCEDURE

In the case of any event that may lead to a claim under the policies of insurances, the following procedures must be adhered to by the contractor in addition to any statutory or other requirement in the conditions of contract or any specific insurance policy requirement:

12.3.1 The contractor must immediately notify the employers insurance brokers or insurers preferably by fax.

12.3.2 Where possible, photographs must be taken of the damage.

12.3.3 In respect of losses insured under any insurance arranged by the employer, the contractor should also complete the claim form. The claim form, duly completed, must be forwarded to the employers insurance brokers for further action.

12.3.4 The employer, consulting engineer and contractors must allow the insurers assessors free access to and from the construction site for purposes of inspection and assessment of the loss or damage.

12.3.5 In the event of damage to property or injury to persons, the contractor or any of its employees must not admit liability. Any correspondence or notice received from third parties of any pending prosecution must be forwarded to the INSURANCE BRANCH, unanswered and without delay for onward transmission to the insurers or insurance brokers.

12.3.6 Should immediate repairs be required for safety purposes, the contractor may continue with such repairs: Provided that the employers insurers or insurance brokers are immediately notified of the occurrences and that particulars of the specific repairs are submitted simultaneously.

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12.3.7 Except for the circumstances described in 3.6 above, the contractor may not continue with repairs to any loss without prior permission to be obtained in writing from the insurers.

12.3.8 The contractor must keep separate records of the costs involved in the repair of any loss or damage and these records must be available for inspection by the insurers at all times. Such records must include, inter alia, the total costs of labour, materials, transit and equipment.

12.3.9 On completion of the repair of any loss, the contractor must forward the records of the cost involved to employers insurance broker for further instruction.

12.3.10 Once the amount of a claim, under the contract works insurance, is agreed upon by the insurers and the insured (the principal) an agreement of loss must be signed by the principal.

12.3.11 If required by the employer, the amount of any claim will be paid to the principal by the insurers (after deduction of any deductibles applicable under the policy) and, upon receipt of such monies, the principal will arrange for payment under the conditions of the contract. If the principal and employer agrees that such claims payment may be made directly to the contractor, the employer will arrange for the principal to sign the agreement of loss to the effect.

Insurances - Government contracts (clause 13)

F:.....
V:.....
T:.....

Security (clause 14)

F:.....
V:.....
T:.....

R

Execution (A15-A23)

Preparation for and execution of the works
(clause 15) fixed

F:.....
V:.....
T:.....

Access to the works (clause 16)

**ACCESS TO BE GIVEN TO OTHER
CONTRACTORS**

The Contractor shall afford all reasonable access
to other contractors and/or sub-contractors who
may be employed by the client to execute other
work whether in connection with the Contract
Work or no

F:.....
V:.....
T:.....

Contract instructions (clause 17)

F:.....
V:.....
T:.....

Setting out of the works (clause 18)

F:.....
V:.....
T:.....

The contractor shall notify the principal agent if
any encroachments of adjoining foundations,
buildings, structures, pavements, boundaries,

etc. exist in order that the necessary
arrangements may be made for the rectification
of any such encroachments.

Assignment (clause 19)

The contractor shall not cede his rights or
delegate his obligations in terms of this agreement

F:.....
V:.....
T:.....

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Nominated subcontractors (clause 20)

F:.....
 V:.....
 T:.....

Selected subcontractors (clause 21)

F:.....
 V:.....
 T:.....

Work by Direct Contractors (clause 22)

F:.....
 V:.....
 T:.....

Work by Non nominated subcontractors
 (clause 23)

F:.....
 V:.....
 T:.....

Completion (A24-A30)

Practical completion (clause 24)

F:.....
 V:.....
 T:.....

F Works completion (clause 25)

F:.....
 V:.....
 T:.....

Final completion (clause 26)

F:.....
 V:.....
 T:.....

Latent defects liability period (clause 27)

F:.....
 V:.....
 T:.....

Sectional completion (clause 28)

F:.....
 V:.....
 T:.....

R

Revision of date of practical completion
(clause 29).

The removal and replacement of materials and/or
workmanship that do not conform to specification
or drawings shall not constitute grounds for an
extension of the contract period nor for an
adjustment to the contract sum (clause 29.3).

The actual number of working days lost due to
inclement weather during the contract period shall
be determined by the principal agent on a monthly
basis

F:.....
V:.....
T:.....

Penalty for non-completion (clause 30)

F:.....
V:.....
T:.....

Payment (A31 - A35)

A Interim payment to the contractor (clause 31)

The first part of the first sentence of clause 31.9
shall be deemed to read " The employer shall pay
to the contractor the amount certified within
twenty one (21) calender days"

Notwithstanding this or any other clause
materials and goods stored off site shall not be
included in the amount authorised for payment.

Clause 31.1 shall be deemed to be deleted. The
calculation of interest shall be as stipulated in the
adjusted clause 34 of this agreement.

F:.....
V:.....
T:.....

R

Adjustment to the contract value (clause 32)

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax shall be for the account of the contractor. Clause

32.13 shall therefore not apply. Refer also to clause 41.4.6

Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.

F:.....
V:.....
T:.....

Recovery of expense and loss (clause 33)

F:.....
V:.....
T:.....

Final account and final payment (clause 34)

The employer shall not pay any interest on amounts payable to the contractor for one hundred and twenty (120) working days after the date of issue of the certificate of practical completion.

F:.....
V:.....
T:.....

Payment to other parties (clause 35)

F:.....
V:.....
T:.....

R

Cancellation (A36-A39)	Item	R
Cancellation by employer - contractor's default (clause 36)		
F:.....		
V:.....		
T:.....		
Cancellation by employer - loss and damage (clause 37)		
F:.....		
V:.....		
T:.....		
Cancellation by contractor - employer's default (clause 38)	Item	
F:.....		
V:.....		
T:.....		
B Cancellation - cessation of the works (clause 39)	Item	
F:.....		
V:.....		
T:.....		
Dispute (A40) C Settlement of disagreements and disputes (clause 40)	Item	
F:.....		
V:.....		
T:.....		
Contract variables (A41) D The schedule:Pre-tender information (clause 41)	Item	
F:.....		
V:.....		
T:.....		
Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.		

41.1 CONTRACTING AND OTHER PARTIES

41.1.1

Employer: Government Pensions Administrations Agency (GPAA)

Postal address: Private Bag X63, Pretoria , Code: 0001

Tel: 0800 117 669

Fax: (012) 326 2507

E-mail: enquiries@gpaa.gov.za

CONTRACT DETAILS

41.2.1 Works Description:

Removal of Existing Flooring, Tiling of Corridors, Common Areas and Store Rooms at Government Pensions Administrations Agency Head Office (GPAA). The construction work is generally: Removal of Existing Flooring, Tiling of Corridors, Common Areas and Store Rooms.

41.2.2 Site Description

Removal of Existing Flooring, Tiling of Corridors, Common Areas and Store Rooms at Government Pensions Administrations Agency Head Office

41.2.4 This agreement is for a government contract: No

41.2.4.1 Payment certificate intervals - monthly

41.2.4.2 Where this agreement is for a government contract payment will be made for materials and goods - N/A

41.2.4.3 Client contract dispute resolution- TBA

41.2.4.4 Date on which possession of the site is intended to be given -

.....

R

4 1 . 2 . 4 . 5 Period for the commencement of the works after the contractor takes possession of the site - 1 working day.

4 1 . 2 . 4 . 6 Completions in sections are required - NO

4 1 . 2 . 4 . 7 Intended date of practical completion and the penalty per calendar day for the works as a whole

Date:

Penalty:...../day

Intended dates of practical completion where sectional completion is required and the penalty per calendar day for the works in sections

- N/A

4 1 . 2 . 4 . 8 Arbitration rules as recommended by the Association of Arbitrators (SA) - YES if "NO" identify rules-TBA.....

41.3 INSURANCES

4 1 . 3 . 1 Where this agreement is for a government contract the liability of the contractor shall be limited to:

RN/A.....

F:.....

V:.....

T:.....

4 1 . 3 . 2 Contract works insurance to be effected **by Employer :**

For the amount of: R(To be advised by Employer)

With a deductible of: R
(To be advised by Employer)

R

SASRIA insurance required **TBA**
For the amount of: R**TBA**
With a deductible of: R**TBA**
F:.....
V:.....
T:.....

4 1 . 3 . 3 Public liability insurance to be effected
by Employer

For the amount of: **R**.....With a
deductible of: R

(To be advised by Employer).

F:.....
V:.....
T:.....

41.4 DOCUMENTS

4 1 . 4 . 1 Waivers of contractors lien is required
: Yes

4 1 . 4 . 2 Number of construction document
copies to be supplied free of charge:3
(Three)

4 1 . 4 . 3 State other system if document is not
drawn up in accordance with the Standard
System of Measuring Building Work :
N/A

4 1 . 4 . 4 Number of days for submission of
priced documents:1 Day

4 1 . 4 . 5 JBCC Engineering General Conditions
are to be included in the documents: No

4 1 . 4 . 6 Alternative if contract value is not
adjusted using.

CPAP - Fixed price and free of escalation for the
entire duration of thiscontract.

R

41.4.7 Details of changes made to the provision of JBCC standard documentation - As **outlined in the different clauses in these Preliminaries**

Clause 41.0 - The Schedule : Post-tender information

41.5.4 The latest day of the month for the issue of an interim payment certificate (day of month) to be agreed with the contractor.

SECTION B: PRELIMINARIES

Definition and interpretation (B1)

Definition and interpretation (B1.1 - B1.6.5)

F:.....

V:.....

T:.....

Documents (B2)

Checking of documents (B2.1)

F:.....

V:.....

T:.....

These bills of quantities contain pages and annexures as indexed on the flyleaf

Provisional bills of quantities (B2.2)

F:.....

V:.....

T:.....

Availability of construction documentation (B2.3)

F:.....

V:.....

T:.....

R

The budgetary allowances allocated for subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of nominated/selected subcontractors during the construction period.

F:.....
V:.....
T:.....

Interests of agents (B2.4)

F:.....
V:.....
T:.....

Priced documents (B2.5)

These bills of quantities must be extended and cast in black ink

F:.....
V:.....
T:.....

Tender submission (B2.6)

F:.....
V:.....
T:.....

The site (B3)

Defined works area (B3.1)

F:.....
V:.....
T:.....

The area of the works to be occupied by the contractor is indicated on the architects drawings and the contractor is to liaise with the principal agent in connection with the limits of access and/or egress.

R

F:.....
V:.....
T:.....

Geotechnical investigation (B3.2)

F:.....
V:.....
T:.....

B Inspection of the site (B3.3)

F:.....
V:.....
T:.....

There will be a compulsory site inspection on
..... Failure to attend may lead
to disqualification of the tender. No claims for
extras arising from the contractor having failed to
comply with this clause will be entertained.

F:.....
V:.....
T:.....

Existing premises occupied (B3.4)

F:.....
V:.....
T:.....

Previous work - dimensional accuracy (B3.5)

F:.....
V:.....
T:.....

Previous work - defects (B3.6)

F:.....
V:.....
T:.....

Services - known (B3.7)

F:.....
V:.....
T:.....

R

Services - unknown (B3.8) F:..... V:..... T:.....					
Protection of trees etc (B3.9) F:..... V:..... T:.....					
Articles of value (B3.10) F:..... V:..... T:.....					
Inspection of adjoining properties etc (B3.11) F:..... V:..... T:.....					
Management of contract (B4)					
Management of the works (B4.1) F:..... V:..... T:.....					
Programming for the works (B4.2) F:..... V:..... T:.....					
Progress meetings (B4.3) F:..... V:..... T:.....					
Technical meetings (B4.4) F:..... V:..... T:.....					
					R

<p>Samples and shop drawings (B5)</p> <p>Samples of materials (B5.1) F:..... V:..... T:.....</p> <p>Workmanship samples (B5.2) F:..... V:..... T:.....</p> <p>Shop drawings (B5.3) F:..... V:..... T:.....</p> <p>Temporary works and plant (B6)</p> <p>Deposits and fees (B6.1) F:..... V:..... T:.....</p> <p>Enclosure of the works (B6.2) F:..... V:..... T:.....</p> <p>Advertising (B6.3) F:..... V:..... T:.....</p> <p>Plant, equipment, sheds and offices (B6.4) F:..... V:..... T:.....</p> <p>Main notice board (B6.5) F:..... V:..... T:.....</p>					
					R

Subcontractors notice board (B6.6)

F:.....

V:.....

T:.....

Temporary services (B7)

Location (B7.1)

F:.....

V:.....

T:.....

Water (B7.2)

Alternative A

F:.....

V:.....

T:.....

Electricity (B7.3)

Alternative A

F:.....

V:.....

T:.....

Telecommunication equipment (B7.4)

Alternative B

F:.....

V:.....

T:.....

Ablution facilities (B7.5)

Alternative A

F:.....

V:.....

T:.....

Prime cost amounts (B8)

E Responsibility for prime cost amounts (B8.1)

F:.....

V:.....

T:.....

R

Attendance on N/S Subcontractors (B9)

General attendance (B9.1)

F:.....
V:.....
T:.....

Special attendance (B9.2)

The contractor shall make available hoisting facilities and hoist into position free of charge all subcontractor's materials or manufactured articles for the works duration of the contract whilst such hoisting facilities are in position for the works, and provided that such materials fall within the hoisting capacities of the hoisting facilities.

F:.....
V:.....
T:.....

Commissioning - Fuel, water and power (B9.3)

F:.....
V:.....
T:.....

Financial aspects (B10)

Statutory taxes, duties and levies (B10.1)

F:.....
V:.....
T:.....

Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)

F:.....
V:.....
T:.....

Payment of preliminaries (B10.2)

F:.....
V:.....
T:.....

R

Adjustment of preliminaries (B10.3)

Should the contractor select Alternative B but fails to provide the information required prior to signing of the contract, the principal agent shall have the right to select either Alternative A or B for the adjustment of preliminaries. If the principal agent selects Alternative B he shall be entitled to make assumptions at his discretion regarding the information which the contractor would normally have provided provided prior to the signing of the contract.

F:.....
 V:.....
 T:.....

Payment certificate cash flow (B10.4)

F:.....
 V:.....
 T:.....

Contractor information supply (B10.5)

F:.....
 V:.....
 T:.....

General (B11)

Protection of works (B11.1)

F:.....
 V:.....
 T:.....

Protection/isolation of existing/sectionally occupied works (B11.2)

F:.....
 V:.....
 T:.....

Site security (B11.3)

F:.....
 V:.....
 T:.....

R

Notice before covering work (B11.4)

F:.....
V:.....
T:.....

Disturbance (B11.5)

F:.....
V:.....
T:.....

Works cleaning and clearing (B11.6)

F:.....
V:.....
T:.....

Vermin (B11.7)

F:.....
V:.....
T:.....

Overhand work (B11.8)

F:.....
V:.....
T:.....

Schedule of variables (B12)

Pre-tender information (B12.1)

F:.....
V:.....
T:.....

Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either either no details or specific requirements are available or that the clause is not relevant to this specific contract.

12.1.1 Provisional bills of quantities (B2.2)

The quantities are provisional:
Yes

R

<p>12.1.2 Availability of construction documentation (B2.3) Construction documentation is not complete No</p>	<p>12.1.3 Interest of agents (B2.4)</p>	<p>12.1.4 Defined works area (B3.1)</p>	<p>12.1.5 Geotechnical investigation (B3.2)</p>	<p>12.1.6 Existing premises occupied (B3.4)</p>	<p>12.1.7 Services - known (B3.7)</p>	<p>Existing services and points of connection are shown on the site plan or will be pointed out on site by the principal agent.</p>	<p>12.1.8 Protection of trees (B3.9)</p>	<p>12.1.9 Inspection of adjoining properties (B3.11)</p>	<p>12.1.10 Enclosure of the works (B6.2)</p>	<p>12.1.11 Offices (B6.4.3)</p>	<p>12.1.12 Main notice board (B6.5)</p>	<p>12.1.13 Subcontractors notice board (B6.6) A notice board is required Yes</p>	<p>12.1.14 Water (B7.2) Alternative Selected: A, B or C</p>	<p>12.1.15 Electricity (B7.3) Alternative selected: A, B or C</p>	<p>12.1.16 Telecommunications (B7.4) Alternative selected: A or B</p>	<p>R</p>
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<p>12.1.17 Ablution facilities (B7.5) Alternative selected: A or B</p> <p>12.1.8 Special attendance (B9.2)</p> <p>12.1.19 Protection of the works (B11.1)</p> <p>12.1.20 Protection of existing/sectionally occupied works (B11.2)</p> <p>Protection is required No</p> <p>12.1.21 Disturbance (B11.5)</p> <p>Post tender information (B12.2) F:..... V:..... T:.....</p> <p>12.2.1 Payment of preliminaries Alternative selected: (A or B)</p> <p>12.2.2 Adjustment of preliminaries Alternative selected: (A or B)</p> <p>12.2.3 Additional agreed preliminaries items</p>				
			R	

SECTION C: SPECIFIC PRELIMINARIES

PROPRIETARY BRANDED PRODUCTS

The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.

F:.....
V:.....
T:.....

AS BUILT DRAWINGS

The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.

F:.....
V:.....
T:.....

CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be maintained on site by the contractor

F:.....
V:.....
T:.....

LABOUR RECORD

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day of that week.

F:.....
V:.....
T:.....

R

PLANT RECORD

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works each day of that week.

F:.....
V:.....
T:.....

GUARANTEES

Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state the workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement.

F:.....
V:.....
T:.....

R

USER REQUIREMENTS

There is a possibility that certain works related to users' requirements may have to be delayed and may consequently not be executed prior to the dates of practical completion. The employer reserves the right to omit such work without compensation to the contractor for any loss which may be incurred as a result of such omission. Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this contract on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instructions to proceed with such work is given to him within a period of three (3) calendar months after date of practical completion of the works.

F:.....
V:.....
T:.....

OVERTIME

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

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INSURANCE

Any further clarifications of the scope of cover provided by the Policies arranged by the employer should be obtained from the employer.

The insurances to be provided by the contractor and his sub- contractors shall be effected with Insurers and on terms approved by the employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any defects liability period). The contractor shall within fourteen (14) days of commencement of the contract produce for the employer's approval the relevant Policy or Policies of Insurance.

If the contractor fails to effect and maintain in force the insurances referred to, then the employer may effect and maintain in force any such insurances and pay such premiums as may be necessary for the purpose and from time to time deduct the amount paid by the employer from any monies due or which may become due to the contractor or recover same as debt from the contractor.

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DELAYS

Notwithstanding the conditions regarding cancellation of the contract in clause 36 - 39, the following shall apply and take precedence: If a state of emergency shall be declared by the Government or if riot, commotion, politically motivated sabotage, acts of terrorism or disorder shall occur and if any such event beyond the control of the Contractor shall materially affect the execution of the Works or the supply of labour or materials or materially interfere with access to the site or constitute a material risk to persons or property associated with the Contract, the Contractor shall, unless and until the Contract is cancelled in terms of this clause, use his best endeavour to complete the execution of the Works, provided that:

a) Either the employer or the contractor shall, if such state of affairs continues for a period of at least 20 consecutive normal working days or for two or more periods aggregating not less than 40 normal working days in any period of six months, be entitled to cancel the contract by notice in writing to the other party and, upon such notice being given, the contract shall (save as to the rights of the parties under this clause) terminate forthwith but without prejudice to the rights of either party of any antecedent breach thereof, or

b) If the employer shall undertake to bear any resultant additional costs involved in continuing the works, the contractor shall not exercise his right to cancel the contract.

Any delays or increased costs occurring as a result of the circumstances described in the above clause, shall be reimbursed by valuing all the time related preliminary items contained in Bill No. 1 - preliminaries and arriving at a monthly charge. This method shall be applicable up to the time that notice of termination of the contract by either party is given in terms of the above clause.

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CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT

It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors.

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NON CESSION OF MONIES

The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract

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T:.....

Allow amount for preliminaries

REFER TO ANNEXURE B FOR SPECIFIC PRELIMINARIES

- | | | |
|---|-----------------------------|------|
| 1 | Fixed Preliminaries | Item |
| 2 | Time Related Preliminaries | Item |
| 3 | Value Related Preliminaries | Item |

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Item	Description	Unit	Quantity	Rate	Amount
	<p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>WORKS AND MATERIALS</u></p> <p>The work to be done and the materials to be used in the works on site are to be similar to those specified in new work so far as they apply.</p> <p><u>OLD MATERIALS</u></p> <p>Old materials resulting from the alterations and demolitions are to be removed and returned to the CLIENT.</p> <p>Old selected materials by the Principal Agent become the property of the CLIENT.</p> <p><u>NOTICES</u></p> <p>Special care is to be experienced not to interfere unnecessarily with any electrical or telephone installations that may be met with and due notice is to be given to the Project Manager when any disconnections or removal of wires, fittings, etc., are necessary and the Contractor is to afford every facility to the electricians carrying out this work.</p> <p><u>DEMOLITIONS</u></p> <p>All demolition work is to be carried out in accordance with the Local By-laws and to the requirements of the Local Health Authorities.</p> <p>All demolition work is to be carried out in strict accordance with the instructions and to the satisfaction of the Project Manager.</p>			R	

Item	Description	Unit	Quantity	Rate	Amount
	<p><u>TEMPORARY COVERINGS, SCREENS, ETC.</u></p> <p>The Contractor will be held responsible for any damage to property or goods in the existing buildings due to his not having taken adequate precautions and all damage caused is to be made good at his own expense. He must allow for providing all necessary plastic or wood framed screens, partitions, tarpaulins, barriers, etc. To protect the work and prevent any nuisance from dust as may be required or directed.</p> <p><u>DAMAGE TO PERSONS OR PROPERTY</u></p> <p>The Contractor will be held responsible for any damage to persons or property and for the safety of the structures and he is to allow for protecting and indemnifying persons using the existing buildings from injury by virtue of the building operations, including providing necessary barriers, signs, etc.</p> <p><u>SETTING OUT</u></p> <p>All dimensions affecting work in the existing buildings are to be taken on the site and the Contractor will be responsible for taking the correct sizes of all new work, these sizes given in this Bill are approximate.</p> <p><u>MAKING GOOD</u></p> <p>Prices for all works described throughout the Bills of Quantities are to include for making good, whether specifically mentioned or not in all trades except Painting, unless otherwise described.</p>				
				R	

Item	Description	Unit	Quantity	Rate	Amount
	<p>The Contractor must make good to existing work damaged or disturbed through alterations and to existing work remaining after doors, windows, screens, fittings, walls, etc. are removed, by fitting in short lengths of skirtings, architrave's, etc and taking out and making good suspended ceilings and floors on necessary joists, etc., plaster finishings to walls and ceilings and rendering, floor tiles, etc. to floors for facing up walls with brickwork cut, toothed and bonded to existing with facing bricks, quarry tiles or common brickwork to receive finishings, unless otherwise described.</p> <p>All materials in making good are to match existing and the work is to be left complete and perfect in every respect.</p> <p><u>PULLING DOWN</u></p> <p>Cutting away from, breaking or cutting through is to include for neatly cutting through brick or concrete walls, floors, skirtings, etc. Leaving ends fair or preparing ends for extension, for facing up jambs, reveals, etc. with brickwork cut, toothed and bonded to existing and for flushing up concrete jambs, reveals, etc. in cement motar.</p> <p><u>TAKING OUT</u></p> <p>Taking out doors, screens, windows, fittings, etc. is to include for their removal complete with frames, ironmongery, glass, etc., for removing architrave's, quadrants skirtings , blinds, burglar guards and all accessories to walls, reveals and around openings, for cutting out sills, etc, hacking up flooring in openings and for making good as previously described to walls, reveals, etc. reveals, unless otherwise described Taking out chalkboards, pinning boards, etc. is to include for their removal complete with surrounds, bearers, brackets, etc.</p>			R	

Item	Description	Unit	Quantity	Rate	Amount
	<p><u>BUILDING UP OPENINGS</u></p> <p>Brickwork to existing, for wedging up to underside of lintels over openings, for finishing built up portions with skirtings, quadrants, plaster, etc. where applicable and for making good as previously described to floors, adjoining work, etc. Unless otherwise described.</p> <p><u>FORMING OPENINGS</u></p> <p>Forming plain, window or door openings is to include for cutting through as previously described, forming brick or concrete lintels over, including all reinforcement, formwork, etc. and for making good as previously described to floors, reveals, etc. Unless otherwise described.</p> <p><u>BUILDING IN</u></p> <p>Building in new or re-used doors, windows, etc. into formed openings in existing brick or concrete walls is to include for wedging up, cutting mortices, for running in lugs in 3:1 cement mortar or for for plugging and screwing as necessary and bedding and pointing all around frame in cement mortar.</p> <p><u>FIXING IN POSITION</u></p> <p>Fixing new and re-fixing existing materials is to include for cutting and fitting over existing skirtings, cornices, quadrants, etc. Or for cutting existing work and for finishing up to new and for making good as previously described Re-fixing existing materials is to include for all necessary cutting to suit, forming mitres, fair ends, etc., for supplying short lengths of new materials to make up for any deficiencies and for supplying new screws, nails, etc. as is necessary. Re-fixing existing doors, windows, fittings, etc. is to include for building in complete with frames, quadrants, window boards, water bars, glass, ironmongery, etc. unless otherwise described and for overhauling, adjusting, easing and oiling ironmongery.</p> <p><u>MAKING GOOD (JUNCTION OF NEW AND EXISTING)</u></p> <p>Making good at junctions of new and existing work is to include for piercing out, cutting through and removing short lengths of existing materials and for jointing to match existing.</p>				
				R	

Item	Description	Unit	Quantity	Rate	Amount
Item No	BILL NO.1				
	<u>DEMOLITIONS AND ALTERATIONS ETC</u>				
	Haking out and removing existing floor coverings including wooden skirtings, and preparing surfaces to receive new (New measured elsewhere).				
1	Glued down carpet tiles and prepare to receive new porcelain tiles	m ²	12		
2	Glued down vinyl tiles and prepare to receive new porcelain tiles, from floors and landings	m ²	682		
3	Timber skirting from wall to be tiled	m	546		
	Carried Forward to summary			R	

Item	Description	Unit	Quantity	Rate	Amount
Item No	<p><u>BILL NO.2</u></p> <p><u>TILING</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see Model Preambles to Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The contractor to familiarise himself with the condition of the existing screed to receive tiles and allow in his rates for the proper preparation of the screed to sound, smooth and even finish</p> <p><u>600 x 600 x 10mm Thick double loaded porcelain tiles fixed and grouted in accordance with the required standards</u></p>				
6	On Landings	m2	42		
7	On floors	m2	682		
8	150mm skirting on plastered walls	m	546		
	<u>Movement joints</u>				
12	12mm Joint	m	75		
	<u>"Kirk Marketing" Polished Alluminium trims, listello's etc</u>				
13	"ARN300" 30 x 20mm Alluminium retro-fit stair nosing fixed with adhesive per supplier specifications	m	80		
	Carried Forward to summary			R	
Item No	<p><u>BILL NO. 3</u></p> <p><u>PROVISIONAL SUMS</u></p> <p><u>Note</u></p> <p>The Client reserves the right to omit any or all of the Provisional Sums allowed for this tender without any claim for loss of profit by the contractor.</p> <p><u>BUDGETERY ALLOWANCES</u></p>				
3	Provide the amount of R 15,000 for sundry waterproofing of wall edges where necessary	Item			

Item	Description	Unit	Quantity	Rate	Amount
4	Allow for profit and attendance	Item			
	Carried to Final Summary			R	
GPAA PASSAGE UPGRADE (TILING)					
Bill No	FINAL SUMMARY-	Page No			Amount
A	PRELIMINARIES	1-33		R	
1	ALTERATIONS	34-38		R	
2	TILING	39		R	
3	PROVISIONAL AMOUNT	40		R	
	SUB TOTAL				
	Contingency (10%)				
	<u>FINAL SUMMARY -</u>			R	
	ADD VAT @14%			R	
	Carried to Form of Quotation			R	