

Item No	Quantity	Rate	Amount R
<p><b><u>BILL NO. 1</u></b></p>			
<p><b><u>PRELIMINARIES</u></b></p>			
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>			
<p>Tenderers are advised to study the document, specifications of materials and method to be used - "PW371" as published by the National Department of Public Works before pricing this Bill.</p>			
<p><b><u>Meaning of terms "Tender" and "Tenderer"</u></b></p>			
<p>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"</p>			
<p><b><u>Preliminaries</u></b></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, meaning "NOT APPLICABLE"</p>			
<p><b><u>Pricing of preliminaries</u></b></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 with the applicable amount entered against each relevant category, where "Fixed" denotes a fixed amount (amount not to be varied), "Value" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time</p>			
<p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p>			
<p><b>Carried to Collection</b></p>			R
<p>Section No. 1 SECTION 1: PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>			

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**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**DEFINITIONS**

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

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:

"**FRAUDULANT 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 tenderer's (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.

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

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

Clause 1.1 Definition of "**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: \_\_\_\_\_  
Time: \_\_\_\_\_

**OBJECTIVE AND PREPARATION**

1 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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1 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **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: \_\_\_\_\_

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2 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

Item

3 **A5 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

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4 **A6 SITE REPRESENTATIVE**

Clause 6.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

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1 **A7 COMPLIANCE WITH REGULATIONS**

Clause 7.0

**Note:** A separate clause has been included in Section C : Specific Preliminaries of the **bills of quantities / lump sum document** for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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2 **A8 WORKS RISK**

Clause 8.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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3 **A9 INDEMNITIES**

Clause 9.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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4 **A10 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

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- (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

**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

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- (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:

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**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 resulting from, arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

**10.7.3** It is the responsibility of the **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

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**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: \_\_\_\_\_  
Time: \_\_\_\_\_

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**1 A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**2 A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**3 A13 NO CLAUSE**

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**4 A14 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided 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)

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

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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**

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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**

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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)

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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: \_\_\_\_\_  
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**EXECUTION**

1 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

2 Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

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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: \_\_\_\_\_  
Time: \_\_\_\_\_

1 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

2 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

3 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

4 **A19 ASSIGNMENT**

Clause 19.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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1 **A20 NOMINATED SUB-CONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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2 **A21 SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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3 **A22 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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4 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**COMPLETION**

5 **A24 PRACTICAL COMPLETION**

Clause 24.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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1 **A25 WORK'S COMPLETION**

Clause 25.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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2 **A26 FINAL COMPLETION**

Clause 26.0

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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3 **A27 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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4 **A28 SECTIONAL COMPLETION**

Clause 28.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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6 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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**PAYMENT**

1 **A31 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** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **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**

1 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

2 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

3 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

4 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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1 **A34 FINAL ACCOUNT AND FINAL PAYMENT**  
 Clause 34.0  
 Clause 34.1 is amended by removing "#" next to 34.1  
 Clause 34.2 is amended by removing "#" next to 34.2  
 Clause 34.8 is amended by deleting the words "where **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"

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

3 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

**CANCELLATION**

**A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT**

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulant practices** in competing for or in executing the contract

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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: \_\_\_\_\_  
Time: \_\_\_\_\_

1 **A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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1 **A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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

Clause 39.0

Clauses 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**DISPUTE**

3 **A40 DISPUTE SETTLEMENT**

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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1 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: \_\_\_\_\_  
Time: \_\_\_\_\_

**SUBSTITUTE PROVISIONS**

2 **A41 STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

**CONTRACT VARIABLES**

**THE SCHEDULE**

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 the **agreement**

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. Key cross reference clauses are italicised in [ ] brackets

3 Clause 42.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**42.0 PRE-TENDER INFORMATION**

**42.1 CONTRACTING AND OTHER PARTIES**

**42.1.1 Employer**

City of Joburg Company SOC Ltd

Postal address:

P. O. Box 31565  
Braamfontein  
2017

Tel: 010 219 9000

Contact person:

[1.2] Physical address:

1st Floor, Forum  
Braampark  
33 Hoofd Street  
Braamfontein

**42.1.2 Principal Agent:**

[5.1]

**42.1.3 Agent (1):**

[5.2]

**42.1.4 Agent (2):**

[5.2]

**42.1.5 Agent (3):**

[5.2]

**42.1.6 Agent (4):**

[5.2] N/A

**42.1.7 Agent (5):**

[5.2] N/A

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42.1.8 **Agent (6):**

[5.2] N/A

42.1.9 **Agent (7):**

[5.2] N/A

**42.2 CONTRACT DETAILS**

42.2.1 **Works description:**

[1.1] Refer to Contract Data for description of the Works

42.2.1 **Site description:**

[1.1] Refer to Contract Data for site description

42.2.3 Work or installations by **direct contractors:**

[22.2] None

42.2.4 Specific options that are applicable to a **State organ** only

[41.0] Where so:

[1.1#] (1) Interest rate legislation:

[31.11.2#]  
[31.12.2#] The interest rate applicable will be determined by the Minister of Finance, from time to time, in terms of section 80(1) of the Public Finance Management Act, 1999 (Act No 1 of 1999)

[11.2#] (2) Lateral support insurance to be effected by the contractor: **YES**

[31.4.2#] (3) Payment will be made for materials and goods: **YES**

[40.2.2#] (4) Dispute resolution by litigation: **YES**

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[26.1.2#]	(5) Extended <b>defects</b> liability period applicable to the following elements:			
	None			
42.2.5 [15.2.1#]	Possession of the <b>site</b> is to be given on:  <b>As stated in the schedule providing the contractor complying with the terms of 14.0</b>			
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the contractor takes possession of the site:  <b>Ten (10) working days</b>			
42.2.7 [24.3.1]	The date for practical completion and the penalty per calendar day for the <b>works</b> as a whole:  The date for <b>practical completion</b> shall be <b>6 calendar months</b> inclusive of builders' holidays from the date of <b>contractual commencement</b>			
[30.1]	The <b>penalty</b> per <b>calendar day</b> shall be 0.05% of the contract value			
42.2.8 [24.3.1] [28.1]	The date for practical completion and the penalty per calendar day for the <b>works</b> in <b>sections</b> :  Section 1: N/A Section 2: N/A Section 3: N/A Section 4: N/A Section 5: N/A Section 6: N/A			
42.2.9 [1.2]	The <b>law</b> applicable to this agreement shall be that of:  <b>Republic of South Africa</b>			
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**42.3 INSURANCES**

42.3.1 Contract works insurance:  
[10.1#,  
10.2#,  
12.1#]  
To be effected by:  
**Contractor**  
For the sum of:  
**Contract sum plus 20%**  
With the deductible of:  
**Amount the contractor deems appropriate**

42.3.2 Supplementary insurance

**YES**

Insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association

42.3.3 Public liability insurance:  
[11.1#,  
12.1#]  
To be effected by:  
**Contractor**  
For the sum of:  
**R 10 000 000-00**  
With the deductible of:  
**As determined by the contractor's insurance company**

42.3.4 Support insurance to be effected by the employer:

[11.2#,  
12.1#]

**NO**

**42.4 DOCUMENTS**

42.4.1 Waivers of contractor's lien or right of continuing possession is required:

[3.3#,  
15.1.3,  
31.16.2#]

**NO**

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42.4.2	Construction document copies to be supplied to the <b>contractor</b> free of charge:			
[3.7#]	<b>Two (2) copies of the construction documents</b>			
42.4.3	Bills of quantities/Lump sum document schedule of drawn up with:			
	<b>Standard System of Measuring Building Work (Sixth edition as amended)</b>			
42.4.4	On acceptance of the tender the <b>bills of quantities</b> is to be submitted:			
[15.1.1]	<b>Within seven (7) days</b>			
42.4.5	<b>JBCC</b> Engineering General Conditions are to be included in the <b>contract documents</b> :			
[3.4]		<b>NO</b>		
42.4.6	The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices:			
[31.5.3]		<b>NO</b>		
	Base month: <b>Tender closing date</b>			
[32.13]	Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (CPAP) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:			
1)	Glass, etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that workgroup unless specifically stated otherwise in the bills of quantities			
2)	All electrical installations in buildings and power ditribution systems shall be adjusted in terms of the index Workgroup 160, Electrical Installations.			
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- Uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems, shall be adjusted in terms of the Workgroup 170, Mechanical Services
- 3) With reference to Workgroup 190 a proportion of the value related preliminaries, pro-rata to the amount of work excluded from the adjustment, shall be excluded from Contract Price Adjustment Provisions if Option A has been selected for the adjustment of Preliminaries
- 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers will not be permitted
- 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual, the factor of 0,55 shall be substituted by 1,45

Alternative Indices: **Not applicable**

42.4.7 Details of changes made to the provision of JBCC standard documentation:

[3.10]  
Note:

***The amended clauses, with relevant item and page numbers, are scheduled hereunder. Refer to each applicable clause for the exact extent of amendments and/or additions made***

Clause:	Item:	Page:
1.1	1	[Insert page number]
1.6	1	
1.6.4	1	
3.2.1	3	
3.7	3	
3.10	3	
4.3	4	
5.1.2	5	
10.5	10	
10.6	10	

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10.7	10
14.1 to 14.9	14
15.1	15
15.1.1	15
15.1.2	15
15.2.1	15
17.1.11	17
20.1.3	20
26.1.2	26
29.2.5	29
31.5.2	31
31.8	31
31.12	31
32.5.1	32
32.5.4	32
32.5.7	32
34.1	34
34.2	34
34.8	34
34.13	34
36	36
36.1	36
36.3	36
37	37
37.3.5	37
38	38
38.5.4	38
39.3.5	39
40.2.2	40
40.6	40
40.7.1	40

**42.0 POST-TENDER INFORMATION**

**Note:** All information for this section requires consultations with the **contractor**

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**42.5 CONTRACT DETAILS**

42.5.1 **Contractor:** .....

Postal address: .....

.....

.....

Tel: .....

Fax:.....

Tax/VAT Registration  
number:.....

Physical address:.....

.....

.....

42.5.2 The accepted **contract sum**, inclusive  
of tax, is:

**R**.....

Amount in words:.....

.....

.....

42.5.3 The latest day of the month for the  
issue of an interim **payment  
certificate:**

[31.3]

None.....

..

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42.5.4 The preliminaries amounts shall be paid in terms of:

[32.12]

(\*Delete the not elected option):

- **Alternative A:** **YES/NO**
- **Alternative B:** **YES/NO**

42.5.5 The preliminaries amounts shall be adjusted in terms of:

[32.12]

(\*Delete the not elected option):

- **Alternative A:** **YES/NO**
- **Alternative B:** **YES/NO**

42.5.6 Not applicable/No clause:

[3.1]

42.5.7 *The security to be provided by the contractor:*

[14]

- million, terms (a) in respect of contracts up to R1 the contractor will provide security in of 14.1
- million, one (b) in respect of contracts above R1 the contractor will provide as security, of the following:
  - (1) cash deposit of 10% of the contract sum (excluding VAT)

**YES/NO**

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10%	(2) variable construction guarantee of the contract sum (excluding VAT) <b>YES/NO</b>			
value	(3) payment reduction of 10% of the certified in the payment certificate (excluding VAT) <b>YES/NO</b>			
sum reduction payment	(4) cash deposit of 5% of the contract (excluding VAT) and a payment of 5% of the value certified in the certificate <b>YES/NO</b>			
of a the certificate	(5) fixed construction guarantee of 5% the contract sum (excluding VAT) and payment reduction/retention of 5% of value certified in the payment (excluding VAT) <b>YES/NO</b>			
<p><b>Guarantee submitted must be issued by either an insurance company duly registered in terms of the Short Term Insurance Act, 1998 (Act No 35 of 1998) or by a bank duly registered in terms of the Bank Act, 1990 (Act No 94 of 1990), all in accordance with the pro-forma documents to be provided. No alterations or amendments of the wording of the pro-forma will be accepted</b></p>				
42.5.8 [29.7.2]	<p>The annual holiday period after the commencement date of the <b>construction period:</b> From: ..... to .....</p>			
<p><b>42.6 DOCUMENTS</b></p>				
42.6.1	<p>Contract documents marked and annexed hereto:  (*Delete the not elected option)</p>			
-	<p>Priced <b>bills of quantities:</b> <b>YES/NO</b> Document marked as:.....</p>			
<p><b>Carried to Collection</b></p>				
<p>Section No. 1 SECTION 1: PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>				
			R	

- **Lump sum document:** **YES/NO**  
Document marked as:.....
- **Guarantee:** **YES/NO**  
Document marked as:.....
- **Contract drawings:** **YES/NO**  
Document marked as:.....
- **Other documents:** **YES/NO**  
(\*If "Yes", specify):.....

**42.7 DISPUTE RESOLUTION**

**Dispute resolution shall be adjudication**

*Also refer to previous clause 42.2.4 [40.2.2#] in this regard*

**42.8 SIGNATURES OF THE CONTRACTING PARTIES**

- This done and signed at .....
- on .....
- Name of signatory: .....
- For and behalf of the **Employer** who by signature hereof warrants authorisation hereto:  
.....
- As Witness:  
.....

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- This done and signed at .....

on .....

Capacity of signatory:.....

For and behalf of the **Contractor** who by  
signature hereof warrants authorisation hereto:

.....

As Witness:

.....

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**SECTION B: JBCC PRELIMINARIES**

**1: DEFINITIONS AND INTERPRETATION**

1 ***Definitions and interpretation***

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**2: DOCUMENTS**

2 ***Checking of documents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 ***Provisional bills of quantities***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 ***Availability of construction documentation***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 ***Interests of agents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 ***Priced documents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 ***Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "C1.1 Form of Offer and Acceptance"" as issued by the City of Joburg Property Company

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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**3: THE SITE**

1 **Defined works area**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Geotechnical investigation**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **Inspection of the site**

Tenderers shall complete the Compulsory Inspection Certificate included in the tender documents and return same with the tender submission

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Existing premises occupied**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 **Previous work - dimensional accuracy**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 **Previous work - defects**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **Services - known**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **Services - unknown**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

9 **Protection of trees**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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1 **Articles of value**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Inspection of adjoining properties**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**4: MANAGEMENT OF CONTRACT**

3 **Management of the works**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Programme for the works**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 **Progress meetings**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 **Technical meetings**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **Labour and plant records**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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

8 **Samples of materials**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

9 **Workmanship samples**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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1 **Shop drawings**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Compliance with manufacturer's instructions**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**6: TEMPORARY WORKS AND PLANT**

3 **Deposits and fees**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Enclosure of the works**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 **Advertising**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 **Plant, equipment, sheds and offices**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **Main notice board**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **Subcontractors' notice board**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**7: TEMPORARY SERVICES**

9 **Location**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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1 **Water**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Electricity**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **Telecommunication facilities**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Ablution facilities**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**8: PRIME COST AMOUNTS**

5 **Responsibility for prime cost amounts**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**9: ATTENDANCE ON N/S SUBCONTRACTORS**

6 **General attendance**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **Special attendance**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **Commissioning - fuel, water and electricity**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**Carried to Collection**

R

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**10: FINANCIAL ASPECTS**

1 **Statutory taxes, duties and levies**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Payment for preliminaries**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **Adjustment of preliminaries**

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Payment certificate cash flow**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**11: GENERAL**

5 **Protection of the works**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 **Protection / isolation of existing / sectionally occupied works**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **Security of the works**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **Notice before covering work**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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1 **Disturbance**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **Environmental disturbance**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **Works cleaning and clearing**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **Vermin**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 **Overhand work**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

6 **Instruction manuals and guarantees**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **As built information**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **Tenant installations**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**12: SCHEDULE OF VARIABLES FOR JBCC PRELIMINARIES**

9 **Schedule of Variables**  
Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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This **schedule** contains all variables referred to in this document

12.1.1 **Provisional Bills of Quantities**  
[2.2] The quantities are provisional No

12.1.2 **Availability of construction documentation**  
[2.3] *Construction documentation is complete* Yes

12.1.3 **Interest of agents**  
[2.4] Details:  
No agents are employed as employees of the City of Joburg Property Company

12.1.4 **Defined works area**  
[3.1] Details:  
The work area will be fenced off to indicate the perimeters of the construction site

12.1.5 **Geotechnical investigation**  
[3.2] Details:  
A geotechnical investigation was done. For details of the report contact the **Principal Agent**

12.1.6 **Existing premises occupied**  
[3.4] Specific requirements:  
The contractor to note that the existing premises will be occupied and disturbance to occupants must be limited as far as possible

12.1.7 **Previous work - dimensional accuracy**  
[3.5] Details:  
Contractor to check drawings with on-site specifics

12.1.8 **Previous work - defects**  
[3.6] Details:  
None at the date of tender

12.19. **Services - known**  
[3.7] Details:  
Existing water, fire water, sewer and electrical services are installed. Layout drawings are not available and the contractor must carefully proceed with any excavation

**Carried to Collection**

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12.1.10 **Protection of trees**

[3.9] Specific requirements:  
No trees to be removed unless written approval has been obtained from the **principal agent**

12.1.11 **Inspection of adjoining properties**

[3.11] Specific requirements:  
None

12.1.12 **Enclosure of the works**

[6.2} Specific requirements:  
Site must be enclosed with approved shade netting and gumpole fencing to the approval of the principal agent

12.1.13 **Plant, equipment, sheds and offices**

[6.4.3] Specific requirements:  
The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, 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**

[6.5] Specific requirements:  
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

**Carried to Collection**

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12.1.15 <b>Subcontractors' notice board</b> [6.6] A notice board is required:	No			
Specific requirements: None				
12.1.16 <b>Water</b> [7.2] Option A (by <b>contractor</b> )	Yes			
Option B (by <b>employer</b> - free of charge)	No			
Option C (by <b>employer</b> - metered)	No			
12.1.17 <b>Electricity</b> [7.3] Option A (by <b>contractor</b> )	Yes			
Option B (by <b>employer</b> - free of charge)	No			
Option C (by <b>employer</b> - metered)	No			
12.1.18 <b>Telecommunications</b> [7.4] Telephone	Yes			
Facsimile	Yes			
E-mail	Yes			
12.1.19 <b>Ablution facilities</b> [7.5] Option A (by <b>contractor</b> )	Yes			
Option B (by <b>employer</b> )	No			
12.1.21 <b>Special attendance</b> [9.2] <b>Subcontractor</b> (1) details: None				
<b>Subcontractor</b> (2) details: None				
<b>Subcontractor</b> (3) details: None				
<b>Subcontractor</b> (4) details: None				
12.1.22 <b>Protection of works</b> [11.1] Specific requirements: None				
<b>Carried to Collection</b>				
Section No. 1 SECTION 1: PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES			R	

12.1.20 **Protection of existing/sectionally occupied works**

[11.2] Protection is required

Yes

12.1.23 **Disturbance**

[11.5] 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 **Environmental disturbance**

[11.6] Specific requirements:

The **contractor** shall keep the site free of rubble. All mixing areas shall be rehabilitated after usage.

**Carried to Collection**

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**SECTION C: SPECIFIC PRELIMINARIES**

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

1 **C1 CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **C2 GENERAL PREAMBLES**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **C3 TRADE NAMES**

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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1 **C4 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

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1 **C7 ENTRANCE PERMITS TO SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

2 **C8 SECURITY CHECK OF PERSONNEL**

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

3 **C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

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**C10 HIV/AIDS AWARENESS**

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

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

1 **C10.1 AWARENESS CHAMPION**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **C10.2 AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**Carried to Collection**

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1 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

2 **C10.4 ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **C10.5 MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **C11 OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **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**

**Carried to Collection**

R

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1 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. Medicals, Induction, Identification cards, Safety system file and training, Fire protection, Facilities, Surface mobile equipment, Flammable liquids storage, First aid, Signage, Health and safety personnel, Refresher training down time, Personal protective equipments, Fall prevention/protection, Fire fighting, Facilities, Light vehicle staff transportation, etc.  
The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **C12 SITE INSTRUCTIONS**

Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**Carried to Collection**

R

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1 **C13 WARRANTIES FOR MATERIAL AND WORKMANSHIP**

Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, 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 warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time:  
\_\_\_\_\_

Item

2 **C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT**

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** 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 **principal agent** undertakes to make available to the **contractor** all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the **contractor** shall attend all cost plan review and cost management meetings. The **contractor** undertakes to extend these procedures, as necessary, to all subcontractors

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time:  
\_\_\_\_\_

Item

**Carried to Collection**

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1 **C15 PROPPING OF FLOORS BELOW**

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

2 **C16 TESTING OF WINDOWS FOR WATERTIGHTNESS**

Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent**, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **C17 TESTING OF FLAT ROOF WATERPROOFING FOR WATERTIGHTNESS**

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the **principal agent**, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**SUMMARY OF CATEGORIES**

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Category : Value R.....  
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Item No	Quantity	Rate	Amount R
<p><b><u>BILL NO. 2</u></b></p>			
<p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p>			
<p><b><u>PREAMBLES</u></b></p>			
<p>For preambles see " Specification of materials and methods to be used - PW371"</p>			
<p>For preambles see "Model Preambles for Trades"</p>			
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>			
<p><b><u>Nature of the work</u></b></p>			
<p>Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done for the proper completion of the work</p>			
<p>The existing buildings and mobile structures will be in occupation during the progress of the work and due allowance must be made for the work being carried out at such times and in such manner as will least interfere with the routine of the occupants and as may be directed by the Principal Agent</p>			
<p>The submission of a tender will imply that the Contractor has physically visited the site and fully understands the content and extend of the work described in this Bill and no claims in this respect will be afterwards entertained</p>			
<p><b><u>Dimensions</u></b></p>			
<p>Measurements given are approximate and the Contractor is advised to view the site and any existing structures. The Contractor is to acquaint himself thoroughly in respect of the exact measurements and any errors to the tendered rates in this regard will be for the Contractor's expense</p>			
<p><b>Carried to Collection</b></p>			R
<p>Section No. 2 SECTION 2: BUILDING WORKS Bill No. 1 ALTERATIONS</p>			

**General**

The Contractor shall carry out the work with as little mess and noise possible and with a minimum of disturbance to the occupants. The Contractor shall provide proper protection and provide and erect any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent, and remove when directed

Where doors, windows, etc are described as taken out, this shall be understood to include for removal of all beads, architraves, ironmongery, etc. Doors, windows, etc that are to be re-fixed are to be provided with new architraves

Doors, fanlights, fittings, frames, linings, windows, etc which are to be re-used shall be thoroughly overhauled before re-fixing including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc and easing, oiling, adjusting and repairing ironmongery if necessary, replacing any glass damaged in removal or subsequently and stopping up all nails and scew holes with tinted plastic wood filler to match timber, unless otherwise described

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good to match existing

With regard to building up openings in existing walls, cement screeds and pavings, granolithic, etc shall be levelled and prepared for the raising of brickwork

Making good of finishes shall be deemed to include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

**Explosives**

No explosives whatsoever may be used for the demolitions

**Carried to Collection**

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**Existing services**

Special care is to be taken not to interfere unnecessarily with any water supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services

Special care is to be taken not to interfere unnecessarily with any electric light, power or telephone wires, fittings, etc. that may be met with, and notice is to be given to the Principal Agent when any disconnections or removal of wires, etc. are necessary and the Contractor is to afford every facility to the Electricians carrying out this work

Any water supply pipes, sewer pipes or other piping that may be met and found necessary to disconnect or cut, are to be effectively disconnected and any new connections that may be necessary are to be made with proper fittings to the satisfaction of the Principal Agent, to whom due notice must be given of any such necessary alterations

**Protection**

In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc., from damage during the progress of the work and provide all necessary materials for so doing. The contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this contract and must make good at his own expense any damage that may occur

**Credits, etc**

Old materials from the pulling down (except such as are described to be re-used or handed over) are to become the property of the contractor who shall allow credit in his unit rates of the relevant items

**Carried to Collection**

R

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ALTERATIONS

Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before refixing. Old materials described to be handed over are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered

None of the old materials are to be used for new work except where specifically described as being set aside for re-use

**Materials, etc**

The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing

**REMOVAL OF EXISTING WORK**

**Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.**

1	Acoustic tiles suspended ceiling only	m <sup>2</sup>	4,248	
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**Carried to Collection**

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 1  
ALTERATIONS

Bill No. 1

ALTERATIONS

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 1  
ALTERATIONS

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 3</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Descriptions</u></b></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete</p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p><b><u>Proprietary suspended ceilings</u></b></p> <p>Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)</p> <p><b><u>NAILED UP CEILINGS</u></b></p> <p><b><u>6.4mm "Rhino" gypsum plasterboard with H-type pressed metal jointing strips</u></b></p>			
1	Horizontal bulkhead including 38 x 50mm sawn softwood brander at 400mm centres	m <sup>2</sup>	182	
	<p><b><u>PARTITIONS ETC</u></b></p>			
	<b>Carried to Collection</b>			R
<p>Section No. 2 SECTION 2: BUILDING WORKS Bill No. 2 CEILINGS ETC</p>				

**Self supporting "Rhino-Drywall" partition systems or equal approved**

BPB Gypsum GypRoc Standard - 40 db (½ hour fire rating)  
Ultrasteel Stud Drywall consisting of stud and track system  
51mm Drywall Ultrasteel studs positioned at 600mm centres  
into 51mm wide top and bottom track clad on both sides  
12,5mm thick taper edged Rhinoboard fixed with 25mm Drywall  
screws at 220mm centres and all corners fixed with Drywall  
beads and all joints to be taped and jointed as per manufacturer  
specifications.

1	Partitioning 2700mm high with bottom track plugged to concrete and top track fixed to suspended ceiling	m	1,200
2	Extra over partition 2700mm high for corner	No	51
3	Extra over partition 2700mm high for T - intersection	No	100

**SUSPENDED CEILINGS**

Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)

**Sundries**

4	Reinstall existing 600 x 600mm suspended ceiling tile in existing suspended ceiling frame	m <sup>2</sup>	4,248
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**Carried to Collection**

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 2  
CEILINGS ETC



Bill No. 2

CEILINGS ETC

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 2  
CEILINGS ETC

Item No		Quantity	Rate	Amount R
	<b><u>BILL NO. 4</u></b>			
	<b><u>FLOOR COVERINGS, WALL LININGS</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Descriptions</u></b>			
	<b><u>Same levels</u></b>			
	All floor finishes to be laid so that floor finishes are at same level			
	<b><u>FLOOR COVERINGS</u></b>			
	<b><u>Carpet</u></b>			
	<b><u>"Belgotex Berber Point 920 Nexus" or similar approved 500 x 500mm carpet tiles laid in accordance with SABS 0186-2000 fitting code of practice</u></b>			
1	On floors	m <sup>2</sup>	3,322	
	<b><u>Specialised stretcher approved carpet to selected areas laid with carpet underlay in accordance with manufactures instructions</u></b>			
2	On floors	m <sup>2</sup>	454	
	<b><u>SUNDRIES</u></b>			
3	Aluminium strip divider	m	70	
	<b><u>WALL LININGS</u></b>			
4	Frosting to glazings shopfront	m <sup>2</sup>	63	
	<b><u>1,25mm. "Superflex" wall paper sheeting with welded joints</u></b>			
5	On walls	m <sup>2</sup>	871	
	<b>Carried to Summary</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 3 FLOOR COVERINGS			

Item No		Quantity	Rate	Amount R
	<b><u>BILL NO. 5</u></b>			
	<b><u>CARPENTRY AND JOINERY</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>General</u></b>			
	The following cupboards fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc			
	<u>Kitchen cupboards etc with approved hinges, handles and telescopic drawer sliders</u>			
	<b><u>SKIRTINGS</u></b>			
	<b><u>Wrought Meranti</u></b>			
1	19 x 70mm. skirting nailed	m	715	
	<b>Carried to Summary</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 4 CARPENTRY AND JOINERY			

Item No		Quantity	Rate	Amount R
	<b><u>BILL NO. 6</u></b>			
	<b><u>METAL WORK</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Descriptions</u></b>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork.			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.			
	<b><u>ALUMINIUM SIDELIGHTS</u></b>			
1	930x2700 Aluminium Sidelight (Safety Glass) - Large Pane	No	57	
	<b><u>ALUMINIUM SHOPFRONTS, DOORS AND FIXED PANES COMPLETE WITH GLAZING, HANDLES AND ALL ACCESSORIES</u></b>			
	<b><u>SHOPFRONT DOORS</u></b>			
2	2700mm high aluminium shopfront with safety glass including double door and ironmongery	m	25	
	<b><u>ALUMINIUM PANE DOORS</u></b>			
3	900 x 2500 Aluminium Single Door (Safety Glass) - Single leaf	No	97	
4	1500 x 2500 Aluminium Double Door (Safety Glass) - Double leaf	No	14	
	<b>Carried to Collection</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 5 METALWORK			

1	<p>4165 x 2100mm Aluminium Folding door (Toughened Safety Glass) - 5+1 Panel</p> <p><b><u>BLINDS</u></b></p> <p><u>Approved Aluminium Venetia horizontal blinds with aluminium head box with dust cover and fully enclosed bottom rail. Ladder web to be branded polyster with rungs uniformly spaced at 18mm for blinds slats and overlap of 77mm. Lift cord to be branded with the lift cord at each ladder tap, alternating front and back with no lift holes visible in the slats when the blind is in fully closed position. Tilt mechanism to be equipped with self lubricating wormgear controlled by clear acrylic wand. Installed top-fixed widow opening by means of concealed type fixing brackets to approval. Refer the Architect's specifications</u></p>	No	1	
2	<p>Wall mounted horizontal blinds, net window pane area measured</p>	m <sup>2</sup>	491	<p>R</p>

**Carried to Collection**

Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 5  
METALWORK

Bill No. 5

METALWORK

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 5  
METALWORK

Item No	<u>BILL NO. 7</u>	Quantity	Rate	Amount R
	<u>PLASTERING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>INTERNAL PLASTER</u>			
	<u>One coat of gypsum finish on drywalls</u>			
1	On walls	m <sup>2</sup>	5,721	
	<b>Carried to Summary</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 6 PLASTERING			





Item No	<b><u>BILL NO. 9</u></b>	Quantity	Rate	Amount R
	<b><u>PAINTWORK</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>DESCRIPTIONS</u></b>			
	Descriptions of paintwork shall be deemed to include for all cutting in			
	<b><u>PAINTWORK, ETC TO NEW WORK ON</u></b>			
	<b><u>ON PLASTERBOARD, ETC</u></b>			
	<b><u>Preparing, priming nail heads and cover strips with primer, filling and applying one under coat and two coats interior quality paint or equal approved</u></b>			
1	Drywall partition	m <sup>2</sup>	5,721	
	<b><u>ON WOOD</u></b>			
	<b><u>One coat wood primer, one universal alkyd based undercoat and two coats alkyd based eggshell enamel paint</u></b>			
2	Skirtings, rails, etc. not exceeding 300mm. girth	m	715	
	<b><u>PAINTWORK, ETC. TO PREVIOUSLY PAINTED WORK PREPARATORY WORK TO EXISTING WORK</u></b>			
	<b><u>Previously painted plastered surfaces</u></b>			
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with suitable filler and finished smooth			
	<b>Carried to Collection</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 8 PAINTWORK			

**Previously painted metal surfaces**

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed down to bare metal

**Previously painted wood surfaces**

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

**ON FLOATED PLASTER**

**One coat alkaline resistant plaster primer, one coat universal alkyd based undercoat and one coats alkyd based eggshell enamel paint on work in poor condition**

1	On internal walls	m <sup>2</sup>	1,455
2	On columns	m <sup>2</sup>	200

**Carried to Collection**

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 8  
PAINTWORK

Bill No. 8

PAINTWORK

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Section No. 2  
SECTION 2: BUILDING WORKS  
Bill No. 8  
PAINTWORK

Item No	<u>BILL NO. 10</u>	Quantity	Rate	Amount R
	<u>ENGINEERING SERVICES</u>			
	<u>ELECTRICAL WORKS</u>			
1	Electrical works complete	m <sup>2</sup>	4,248	
	<u>HVAC WORKS</u>			
2	Refurbishment of entire heating, ventilation and air condition works	m <sup>2</sup>	4,248	
	<u>FIRE WORKS</u>			
3	Installation of fire services equipment including handheld fire fighting equipments and sigange	m <sup>2</sup>	4,248	
	<b>Carried to Summary</b>			R
	Section No. 2 SECTION 2: BUILDING WORKS Bill No. 9 ELECTRICAL, HVAC, FIRE INSTALLATIONS			

Item No	Quantity	Rate	Amount R
<p><b><u>SECTION NO. 6</u></b></p>			
<p><b><u>BILL NO.1</u></b></p>			
<p><b><u>PROVISIONAL SUMS</u></b></p>			
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>			
<p><b><u>Cash discount</u></b></p>			
<p>No cash discount. All provisional sums are "NET"</p>			
<p><b><u>Fuel, power and water for commissioning plant</u></b></p>			
<p>The cost of water, power and fuel for the commissioning of plant shall be borne by the Selected or Nominated Sub-contractor appointed for the relevant selected or nominated sub-contract works in terms of the conditions under which they have/are contracted for the specialist work involved</p>			
<p><b><u>Profit</u></b></p>			
<p>Provisional sums are net and do not include builder's discount. The Contractor may allow next to "Profit" items for any profit he might consider necessary</p>			
<p><b><u>Attendance</u></b></p>			
<p>It will be expected from the Contractor to render all general attendance and, if specifically so described, special attendance services to each relevant Specialist, all in accordance with the Clauses set out in the "Preliminaries" section</p>			
<p>The item "Attendance" which follows each of the provisional sums for nominated and/or selected sub-contractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the Nominated and/or Selected Sub-contractors, the following:</p>			
<p><b>Carried to Collection</b></p>			R
<p>Section No. 2 SECTION 2: BUILDING WORKS Bill No. 10 PROVISIONAL SUMS</p>			

- 1 The services as set out in the clauses in the "Preliminaries" section
  - 2 Making good in all trades and cleaning down and removal of rubbish on completion
- The Contractor may allow next to "Attendance" items for the recovery of such costs he might consider necessary
- Also refer to the Clauses in the "Preliminaries" section for the definitions and adjustment of "Attendance" and "Special Attendance" respectively

**Selected and nominated sub-contracts**

These scheduled allowances are for work to be executed under separate selected and/or nominated sub-contracts by firms of Specialists to be nominated by the Employer

All provisional sums cover the supply and installation of material, equipment, plant, etc., including the commissioning thereof, where applicable

Furniture

- 1 Provide the amount of R3 000 000.00 (Three million rand) for furniture
- 2 Allow for profit
- 3 Allow for attendance

Access Control

- 4 Provide the amount of R550 000.00 (Five hundred and fifty thousand rand) for access and security control
- 5 Allow for profit
- 6 Allow for attendance

Signage

- 7 Provide the amount of R150 000.00 (One hundred and fifty thousand rand) for signage
- 8 Allow for profit

	Item		3,000,000.00
		%	
		%	
	Item		550,000.00
		%	
		%	
	Item		150,000.00
		%	
			R
			R

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SECTION 2: BUILDING WORKS  
Bill No. 10  
PROVISIONAL SUMS

1 Allow for attendance

%

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PROVISIONAL SUMS

Bill No. 10

PROVISIONAL SUMS

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Bill No. 10  
PROVISIONAL SUMS



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1	ALTERATIONS	62	
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4	CARPENTRY AND JOINERY	67	
5	METALWORK	70	
6	PLASTERING	71	
7	TILING	72	
8	PAINTWORK	75	
9	ELECTRICAL, HVAC, FIRE INSTALLATIONS	76	
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	Section No. 2 SECTION 2: BUILDING WORKS		

Section No	<u>FINAL SUMMARY</u>	Page No	Amount R
1	SECTION 1: PRELIMINARIES AND GENERAL	57	
2	SECTION 2: BUILDING WORKS	81	
	Sub-Total		R
	<b><u>CONTINGENCY SUM</u></b>		
	ADD: Contingency Amount at 5%		
	This amount of Contingencies is for Works to be used as directed by the principal agent and deducted in whole or in part if not required		R
	Sub-Total		R
	<b><u>PROFESSIONAL FEES</u></b>		
	Add: Amount for Professional Fees		R
	Subtotal		R
	ADD: Value added Tax at 15%		R
	Total Carried to Tender Form		R
	 <b>TOTAL CARRIED TO FORM OF TENDER</b>		 R