



Invitation to Tender

Booth Construction in Manzini HQ Service Centre for ENPF

Procuring Entity:	Eswatini National Provident Fund (ENPF)
Tender No:	ENPF/RFT-01-2025
Issue date of Tender Documents:	03 February 2025
Submission date of Tender Documents:	11 March 2025 @ 10 am

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ESWATINI NATIONAL PROVIDENT FUND

Invitation to Tender for Booth Construction in Manzini HQ Service Centre

The **ESWATINI NATIONAL PROVIDENT FUND(ENPF)** hereby invites specialist contractors on the basis of a contract (including bills of quantities) for booth construction in Manzini HQ Service Centre Building. The works comprise of refurbishment to digital to existing HQ service centre in Manzini.

1. This invitation is to contractors who meet the following criteria:

- a. Contractor must be registered with the Eswatini Construction Industry Council (CIC) Category B3and B4.
- b. Demonstrate experience in having successfully completed similar works
- c. Demonstrate sufficient capacity to undertake the works within required time frames

2. Collection of the tender

Contractors who meet the requirements are to collect the tender documents from the following address:

Eswatini National Provident Fund Headquarters

Lidlelantfongeni Building

Corner of Ngwane & Martin Street

In Manzini Eswatini M200

The bidding document in English may be purchased by interested eligible Bidders upon payment of a non-refundable fee of E500.00 (Five Hundred Emalangeneni only). The payment may be made by EFT to: Account Name: ENPF FNB Bank Account Type: Current Account; Account Number: 57730007632 Branch Code: 281064 Branch: Manzini Branch. Bidders shall then collect the bidding document from the 5th February 2025 from the address below upon presenting the receipt as proof of purchase.

3. Compulsory Site Inspection

There shall be a compulsory site inspection on 17th February 2025 at 10:00 am, Manzini Service Centre, Lidlelantfongeni Building, Corner of Martin and Ngwane Street. Failure to attend inspection shall result in automatic disqualification.

4. Closing date for submission of the tender

Tuesday, 11th March 2025 @ 10:00 am

5. Enquiries

For clarification purposes only, please send emails to properties@enpf.co.sz

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Table of Contents

SECTION 1: INSTRUCTION TO TENDERERS.....	5
1.0 SITE INSPECTION	5
2.0 COST OF TENDERING.....	5
3.0 INTERPRETATION OR CLARIFICATION OF TENDER DOCUMENTS	5
4.0 INFORMATION TO BE SUBMITTED WITH TENDER.....	5
5.0 ELIGIBILITY	6
6.0 DECLARATION OF ELIGIBILITY	7
7.0 SEALING, MARKING AND DELIVERY OF TENDER AND PLACE OF OPENING	7
8.0 TELEGRAPHIC TENDERS AND TENDERS BY TELEFAX/FASCIMILE MACHINE	7
9.0 ACCEPTANCE OF TENDER.....	8
10.0 RETURN OF DRAWINGS	8
11.0 PERIOD OF VALIDITY OF TENDERS AND NOTIFICATION TO SUCCESSFUL.....	8
13.0 ADDITIONAL INFORMATION REQUIRED	8
15.0 EVALUATION CRITERIA	8
16.0 INTENTION OF NOTICE TO AWARD	10
17.0 STANDARD PREAMBLES FOR TRADES	10
18.0 CONSTRUCTION PROGRAMME	11
19.0 GUARANTEE PERIOD	11
20.0 ADDITIONAL GENERAL CONDITIONS OF CONTRACT.....	11
21.0 MAINTENANCE CONTRACT	11
22.0 FOCUS OF THE TENDER ADJUDICATION	12
23.0 METHOD STATEMENT	12
24.0 REMOVED ITEMS WILL BE SOLD AS PER CLIENT' REQUEST:.....	13
25.0 WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS	13
SECTION 2: TENDERING FORMS.....	14
1. FORM OF TENDER.....	14
2. COMPULSORY SITE INSPECTION CERTIFICATE.....	17
3. DECLARATION OF ELIGIBILITY	18
4. TENDERER EXPERIENCE.....	19
5. KEY PERSONNEL	21
6. CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY).....	22
7. KEY PERSONNEL: PRESENT COMITMENT.....	25
8. PLANT AND EQUIPMENT	26
SECTION 3: PRELIMINARIES.....	27
NOTES TO PRELIMINARIES.....	27
PART A - PRINCIPAL BUILDING AGREEMENT	28
PART B – PRELIMINARIES	59
PART C - ADDITIONAL PRELIMINARIES	65

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PART D: BILLS OF QUANTITIES	Error! Bookmark not defined.
ANNEXURES	101
ANNEXURE A – CONSTRUCTION GUARANTEE	102
ANNEXURE B – PAYMENT GUARANTEE.....	109
ANNEXURE C – WAIVER OF CONTRACTORS LIEN	114
ANNEXURE D - ADVANCE PAYMENT GUARANTEE	116
ANNEXURE E – UNFIXED MATERIALS	121
ANNEXURE F – UNFIXED MATERIALS OFF SITE	124
ANNEXURE G – TRANSFER OF MATERIALS.....	127
ANNEXURE H – INDEMNITY BY CONTRACTOR.....	132
ANNEXURE I – INDEMNITY BY SUB-CONTRACTOR	134
ANNEXURE J – LIST OF EQUIPMENT.....	136
ANNEXURE K – DECLARATION OF INSURANCE.....	137
ANNEXURE L – INSURANCE CLAIMS PROCEDURE	140
ANNEXURE M – INITIAL ENVIRONMENTAL VALUATION (IEE) /COMPREHENSIVE MITIGATION PLAN (CMP).....	144
ANNEXURE N – DRAWINGS.....	145
ANNEXURE O - SOIL INVESTIGATION REPORT	146
ANNEXURE P - SITE INSPECTION CERTIFICATE.....	147

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SECTION 1: INSTRUCTION TO TENDERERS

1.0 SITE INSPECTION

There will be a compulsory site inspection on **17th February 2025 at 10:00 am**, Lidlelantfongeni Building, Manzini, Corner of Martin and Ngwane Street in the Manzini Region.

2.0 COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the employer will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

3.0 INTERPRETATION OR CLARIFICATION OF TENDER DOCUMENTS

Tenderers are required to check the Bills of Quantities and drawings carefully and to ensure that all pages and drawings are included. Should any items be missing or duplicated, or it be indistinct, should any ambiguity or inconsistency between the drawings and the Bills of Quantities be discovered, the tenderers shall apply to the Quantity Surveyor to have such omission, error or ambiguity rectified.

Should there be any doubt or obscurity as to the meaning of any of the tender documents, or drawings as to anything done or not to be done by the Contractor, or as to these instructions, or as to any other matter affecting this tender, the tenderer must set such doubt or obscurity in writing and submit it to reach Quantity Surveyor, not later than seven (7) days before the fixed date for delivery of the Tenders.

Tenderers may also check the JBCC Principal Building Agreement 2000 series edition 5.0 at Ngwenya Wonfor and Associates offices during working hours. Tenders should note that copyright for the JBCC document is reserved.

All enquiries are to be emailed to mandla.shabangu@nwa.co.sz and copied to amos.ngwenya@nwa.co.sz. The reply will be sent to the tenderers within 24 hours.

The deadline for clarification or queries is 10th March 2025, 16h00rs.

4.0 INFORMATION TO BE SUBMITTED WITH TENDER

LANGUAGE - The Tender should be prepared in English.

CURRENCY – Pricing of the tender should be done in Lilangeni/ Emalangeni.

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The tender must be accompanied by:

- (a) The form of tender duly completed and the Bills of Quantities fully priced and summated. Tenderer must submit all other documents and forms as detailed in section 2 of this bid.
- (b) A “letter of intent or form of intent” for a “variable construction guarantee” equal to 10% of tendered price from or endorsed by a local bank or insurance company as per tender documents.
- (c) Valid VAT Certificate
- (d) Valid Trading Licence
- (e) CIC Registration Certificate
- (f) Completed Declaration of Eligibility Form
- (g) Completed Compulsory Site Inspection Certificate
- (h) Completed Tender Forms

Failure to comply with the foregoing may result in the rejection of the tender:

The following shall form part of post qualification evaluation:

- (a) Valid Tax Compliance Certificate
- (b) Valid Labour Compliance Certificate
- (c) Form J & C
- (d) Police Clearance for all company Directors
- (e) Certified Copies of National Identity Documents of all Company Directors
- (f) Valid Labour Compliance Certificate
- (g) Previous work experience for the past 3 years
- (h) Current work load
- (i) Methodology

5.0 ELIGIBILITY

5.1 Contractors must be registered with the Construction Industry Council (Eswatini) and meet requirements (5.4) and (5.5) below;

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5.2 Contractors who meet criteria (5.1), (5.4) and (5.5) but do not have a minimum of 60% ownership of shares by Swazi citizens will be required to enter into a joint venture partnership with contractors registered with the Construction Industry Council of Eswatini and have major shareholding by Swazi citizens;

5.3 International contractors who do not meet criteria (5.1) but meet requirements (5.4) and (5.5) may express an interest with a contractor with a minimum 60% Swazi shareholding and who registered with the Construction Industry Council of Eswatini, the Swazi based contractor shall have a minimum of 60% in the joint venture partnership;

5.4 Demonstrate sufficient capacity to undertake the work within the required time frames, in particular must have proven record to undertake fast-track office building projects;

5.5 Demonstrate experience of having successfully undertaken similar works;

6.0 DECLARATION OF ELIGIBILITY

As part of this tender, each legal entity including JV partners must submit a signed and stamped declaration of eligibility in the format specified in this tender. The Eligibility criteria are provided on the Declaration of Eligibility which forms part of this Invitation to Tender.

7.0 SEALING, MARKING AND DELIVERY OF TENDER AND PLACE OF OPENING

Completed form of tender together with the Bills of Quantities should be submitted in a sealed envelope and clearly marked on the outside with the following:

BOOTH CONSTRUCTION IN MANZINI HQ SERVICE CENTRE FOR ESWATINI NATIONAL PROVIDENT FUND (ENPF)

Tender documents are to be submitted at: **Eswatini National Provident Fund Headquarters, Lidlelatfongeni Building, Corner of Ngwane & Martin Street in Manzini, Eswatini, not later than 11th March 2024 at 10:00 am.**

Tenderers and/or their representatives are invited to attend the tender opening.

No tenders delivered after the stipulated date and time, for whatever cause arising, will be considered.

The envelope in which the tender documents are submitted must not bear the tenderer's name and address and must contain no other documents and drawings other than those documents specifically requested in this tender.

8.0 TELEGRAPHIC TENDERS AND TENDERS BY TELEFAX/FASCIMILE MACHINE

Tenderers are to note that telefax/facsimile machine transmitted, and/or telegraphic tenders shall not be considered.

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9.0 ACCEPTANCE OF TENDER

The formal acceptance of any tender pending a formal contract agreement, forms a contract binding upon both employer and the accepted tenderer.

The employer does not bind himself to accept the lowest or any tender nor to assign any reason for the rejection of any tender.

10.0 RETURN OF DRAWINGS

Drawings except those bound into the Bills of Quantities, which shall remain with the documents, must be returned to the Quantity Surveyor as soon as possible after the tender opening. Tenderers, or their representatives, attending the opening may hand over the drawings to the person representing the Quantity Surveyor at the opening session.

11.0 PERIOD OF VALIDITY OF TENDERS AND NOTIFICATION TO SUCCESSFUL

Tenders shall remain valid for a period of 90 (ninety) days from the date fixed for the opening of tenders.

12.0 ALTERNATIVE SPECIFICATION OR BILL OF REDUCTION

Should the tender figures received for this project be higher than budgeted allowances, the Employer reserves the right to reduce either the quantity or the specification of the work to meet the desired figures.

This reduction will take place before the contract is signed and will be subject of agreement between the employer and the successful contractor.

13.0 ADDITIONAL INFORMATION REQUIRED

To assist in the examination, evaluation and comparison of tenders, the Quantity Surveyor or Principal Agent may ask tenderers individually for clarification of their tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance in the tender shall be sought, offered or permitted except as required to confirm the correction arithmetical errors discovered by the Quantity Surveyor during the evaluation of the tenders.

14.0 PERIOD OF COMPLETION

The expected maximum time for completion for the works shall be Six (6) calendar months.

15.0 EVALUATION CRITERIA

The evaluation will be separated into two parts.

First will be the preliminary evaluation on the documents listed in 4.0 above which will be on a pass/fail basis then followed by the technical evaluation after which the financial evaluation

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will be done for those contractors that surpass the minimum accepted score of 70% for technical proposals. Tenderers who score below 70% points will be deemed not to have adequate technical capacity to complete the works and their tenders will be set aside.

15.1 TECHNICAL EVALUATION

ADJUDICATION SCORECARD

Tender Reference: SW2008-11

VARIABLES	POINTS AVAILABLE
CAPACITY POINTS	30.00
General Experience (Based on Stated extent of general workload as specified in Tender Forms)	15.00
Specific Experience (Based on stated number of previous engagements relevant to the proposed assignment both in scope and monetary value)	10.00
Plant & Equipment (Based on information Supplied – see tender forms attached)	5.00
QUALITY POINTS (FUNCTIONALITY)	35.00
Quality of Previous Projects (As attested to by reference letters and practical completion certificates provided)	10.00
Suitability of Proposed Personnel & Specific organogram for the proposed works (Based on CVs of proposed site personnel)	10.00
Suitability of Construction Methodology & Programme	10.00

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(Based on proposed construction methodology and programme of proposed works)	
Statutory Documents	5.00
(Based on CIC B3 and B4 Registration, Relevant & Certified Trading licence, Original & Valid Tax Compliance certificate, Certified Labour compliance certificate, ENPF Compliance clearance certificate, Police clearance report for directors, Original tender purchase receipt, Signed and Stamped declaration of eligibility form)	
RISK ANALYSIS POINTS	20.00
Letter of Intent (From a recognised bank or Insurance company)	5.00
Financial Performance	15.00
(Based on 3 years Audited Financial Statements; 2021,2022,2023)	
TOTAL	100

15.2 POST QUALIFICATION

Evaluation committee by PM, QS & Client

16.0 INTENTION OF NOTICE TO AWARD

16.1 In terms of section 45 of the Public Procurement Act No. 7 of 2011 (the Act), following a competitive bidding process, an intention of notice to award should be published by the approvals authority of the procurement entity.

16.2 It must also be noted that, in terms of section 45(2) of the act, that the intention of notice to award does not constitute a contract.

16.3 Further, in terms of section 45(4), 46, and 47 of the Act, all tenderers who submitted bids will be notified through the ESPPRA website that a period of ten (10) working days shall be allowed for submission of any application for review from the date of first publication of the notice.

17.0 STANDARD PREAMBLES FOR TRADES

The Standard Preambles for Trades shall form part of the contract documents. Copies of these are not issued with the tender documents, but tenderers should note that copies are available at the offices of the quantity surveyors should tendering contractors are not familiar with their

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content. Rates shall be deemed to have incorporated all aspects and requirements of the said Preambles.

18.0 CONSTRUCTION PROGRAMME

Tenderers are to note the extremely tight construction programme.

The Contractor shall supply a bar chart setting out his activities in such a manner that the principal agent can accurately assess his progress throughout. The programme shall be submitted before any construction starts.

The programme for this subcontract must be discussed with the Main Contractor in detail prior to handing in of tenders. The possession of site and completion date will be stipulated in the letter of award for the successful tenderer.

The Contractor shall submit an organogram with the tender document for review. The organogram must indicate whether on-site, off-site or part time and the function to be performed by the personnel. A summary of the experience of the supervisory staff for this type of project must be submitted with the tender.

The principal agent reserves the right to request the removal of personnel should they prove unsuitable for this project.

19.0 GUARANTEE PERIOD

The tenderer's attention is drawn to the requirement for the entire construction to be guaranteed for 5 years after practical completion.

20.0 ADDITIONAL GENERAL CONDITIONS OF CONTRACT

20.1. Additional General Conditions of Contract for Sub-Contracts to be carried out in accordance with the design and/or specification by a architect or engineer.

These conditions form an integral part of this Subcontract.

20.2. Where tenderers submit alternative rates for the same item in two sections of the Bill, the Engineer reserves the right to apply the lower rate in all instances.

20.3. The owner and engineer reserve the right to alter the scope of the work to suit the design as the design develops.

20.4. Where the client or the professional team feels the tenderer does not have the necessary skills to carry out the project to his satisfaction, he (client/ professional team) shall reserve the right to instruct the successful tenderer to joint venture with another qualifying tenderer or another company from a recommended short-list.

21.0 MAINTENANCE CONTRACT

Tenderers are advised that, the CLIENT/USER will negotiate a maintenance contract with the successful tenderer after completion of the construction and a one (1) year free service period.

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22.0 FOCUS OF THE TENDER ADJUDICATION

Timeous completion of the building is critical to the client. The tender adjudication will therefore focus on the following issues:

22.1 Proposed methods and techniques to comply with the technical specifications and the programme objectives defined above.

22.2 The tenders management capability, in particular, ability to manage selected sub contractor. Special attention will be given to the method statement called for in Clause 23.0

22.3 The tenders approach to overall site logistic, particular, proposed ways of synchronising his activities with other client requirement such as civil works constraints.

22.4 His ability add value by considering innovative ways of reducing the overall contract duration

22.5 The tenderer's ability to manage and coordinate activities in a live site with minimum disturbance to the client's operations.

22.6 The rates and totals in the Provisional Bills of Quantities.

22.7 The Contractors proposed approach must be supported by information called for in Section 18.

23.0 METHOD STATEMENT

Tenderers are required to prepare a method statement, which clearly supports the focus outlined in 22.0. It must be in sufficient detail for the project team to consider inter alia:

23.1 The proposed sequence of construction to comply with the indicative dates given in section 18.0. The programme must be clear and demonstrate the construction strategy

23.2 Site establishment

23.3 The method of managing and controlling subcontractors (Selected and Domestic)

23.4 Cranage / hoists and other method / equipment to be utilized for material movement

23.5 Resources and plant to be applied to the project

23.6 Location of plant and material storage

23.7 Other issues as necessary

Tenderers will have an opportunity to present their proposals if short listed. The method statement must be supported by the following specific details:

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Refurbishment Works Installation

- Method of constructing complete
- Preparation works
- Method of Installation

Site security and works protection

- Method of barricading between construction works and client operations
- Security

24.0 REMOVED ITEMS WILL BE SOLD AS PER CLIENT' REQUEST:

Following the client's emphasis on selling removed items. The contractor who shall be awarded this contract will be given first preference to purchase the removed items such as WCs, baths, basins, doors, etc.

25.0 WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS

25.1 In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to mandla.shabangu@nwa.co.sz or amos.ngwenya@nwa.co.sz followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.

25.2 There shall be no refund of the tender fee for any withdrawals.

25.3 No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.

25.4 Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to mandla.shabangu@nwa.co.sz or amos.ngwenya@nwa.co.sz . Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

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SECTION 2: TENDERING FORMS

The must complete and submit all forms in this section. These forms shall be used during evaluation of bids.

1. FORM OF TENDER

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.

(In terms of the JBCC 2000 Principal Building Agreement - July 2007 Edition)

PROJECT: ALTERATIONS AND ADDITIONS TO MANZINI SERVICE CENTRE

PRINCIPAL AGENT : NGWENYA WONFOR AND ASSOCIATES

EMPLOYER: ESWATINI NATIONAL PROVIDENT FUND (ENPF)

TENDERER :

WORKS DESCRIPTION : REFURBUSHMENT TO DIGITAL BOOTHS TO MANZINI SERVICE CENTRE FOR ESWATINI NATIONAL PROVIDENT FUND (ENPF)

TENDER CLOSING DATE: TUESDAY, 11TH MARCH 2025, TIME 10:00 AM

1.0 CONDITIONS OF TENDER

- 1.1 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.
- 1.2 Additions and alterations to such agreement are clearly detailed in the schedule of the agreement.
- 1.3 All pre-tender information is set out in the Schedule. Variables requiring selection by the tenderer are to be clearly marked for later inclusion in the Schedule.
- 1.4 Any conditions or qualifications that are appended by the tenderer, which are at variance with the conditions in this or the tender enquiry document, may invalidate the submitted tender.
- 1.5 The Employer is not obliged to accept the lowest or any tender submitted.

2.0 THE TENDER

- 2.1 By the submission of this tender to the employer, the tenderer offers and agrees to contract for, execute and complete the works for the tender sum as stated below

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2.2 The tender shall remain in full legal force for Ninety (90) calendar days from the tender closing date. The tenderer accepts liability for damages as may be suffered by the employer should the tender validity period not be honoured by the tenderer, including any additional expense incurred by the employer in having to call for new tenders and/or in having to accept any less favourable tender.

2.3 This tender takes into account the following documents:

2.3.1 The tender enquiry documents prepared by Ngwenya Wonfor and Associates at the instruction of ESWATINI NATIONAL PROVIDENT FUND (ENPF).

2.3.2 The Contract / Measurement Drawings as recorded in Annexure “N” of the tender enquiry documents

2.4 TENDER SUM COMPILATION

2.4.1 MAIN TENDER (FIXED PRICE)

2.4.1.1 Builder's Work Amount	E	
2.4.1.2 ADD: Contingencies (Lump Sum)	E	100,000.00

SUBTOTAL A E

2.4.1.3 ADD: Construction Levy @ 1%	E	

SUBTOTAL B E

2.4.1.4 ADD: Value Added Tax @ 15%	E	

2.4.1.3 TOTAL TENDER SUM		-----
E		=====

Tender Sum In Words :

.....

2.5 TENDERER'S SELECTIONS

[Insert YES/NO/AMOUNT as applicable]

<u>SELECTION ITEM</u>	<u>YES/NO</u>
Preliminaries Payment Alternative A	-----
Alternative B	-----
Adjustment Alternative A	-----
Alternative B	-----



AMOUNT

Security	<u>YES/NO</u>
Variable construction guarantee	E.....
Fixed construction guarantee	E.....
Retention (payment reduction)	E.....
Advance payment guarantee *	E.....
Payment guarantee *	E.....

*Insert amount of payment guarantee required

2.6 SIGNATURES OF THE TENDERER

Thus done and signed at on

.....
 Name of signatory

.....
 Capacity of authorised signatory

.....
 As witness
 hereof warrants authorisation hereto

.....
 for and on behalf of the tenderer who by signature



2. COMPULSORY SITE INSPECTION CERTIFICATE

This is to certify that
(Tenderer).....of

(Address).....

..... was represented by
the person(s) named below at the compulsory meeting held for all tenderers at the
....., Contract No. No. SW2008-11 on
.....2025 starting at

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with
the site of the works and / or matters incidental to doing the work specified in the tender
documents in order for me / us to take account of everything necessary when compiling our
rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent,
namely:

Name:Signature:

Capacity: QUANTITY SURVEYOR

Name: Signature:

Capacity: PROJECT MANAGER Date and Time:

Inspection Certificate
Site Inspection Certificate

3. DECLARATION OF ELIGIBILITY

Tenderers must provide a signed declaration on their company letterhead in the following unedited format. If the tender is being presented by a joint venture or consortium all members must sign the declaration

Dear Sirs

RE: "Tender No.: SW2008-11 "Alterations and Additions to Manzini Service Centre, For ENPF"

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing:
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation,
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned Public procurement tender as per section 40 of the Public Procurement Act 2011.
- (g) We further declare that we are not Politicians and or Public Officers as described by the Public Procurement Act 2011
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.
- (j) I/We are not subject to suspension in accordance with Section 55, and none of our directors or officers face endorsement or have already been endorsed on the Register for Tender Defaulters in accordance with the Prevention of Corruption Act, 2006.

Name _____ (In the capacity of) _____

Duly authorized to sign Tender _____ Date _____

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4. TENDERER EXPERIENCE

4.1 GENERAL CONSTRUCTION EXPERIENCE

Tenderer must provide a minimum of three works contracts in progress or recently completed.

General Construction Experience – It must have successfully completed three (3) construction contracts/projects in the last Six (6) years from the submission deadline, each with a minimum value of at least SZL 1,500,000. The tenderer must submit copies of certificate of completion/final acceptance signed by the supervisors, the contracting authority of the projects concerned.

The Procuring Entity reserves the right to verify information submitted by bidders for this tender procedure. (points 15/100 (5 marks each))

The following is a statement of Major works in progress or executed by us:

Employer's Agent*	Nature of Works	Value of works (SZL)	Duration of Assignment

*state firm, contact person and telephone number

NB: Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Name _____ (In the capacity of) _____

Duly authorized to sign Tender _____ Date _____

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4.2 SIMILAR WORKS PREVIOUSLY EXECUTED

Participation as contractor in at least two (2) contracts/projects of the same nature and complexity as the works concerned by the tender and implemented during the last Six (6) years, each with a value of at least SZL 1,500,000.00 that have been successfully completed. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the title of this contract. The tenderer must submit copies of certificates of completion/final acceptance signed by the supervisors, the contracting authority of the projects concerned. The Procuring Entity reserves the right to verify information submitted by bidders for this tender procedure. (points 10) 5 points each.

The Following is a statement of major works successfully executed by ourselves in recent years:

Employer's Agent*	Nature of Works	Value of works (SZL)	Duration of Assignment

*state firm, contact person and telephone number

NB: Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Name _____ (In the capacity of) _____

Duly authorized to sign Tender _____ Date _____



5. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (Definition of local)

Category of employee	NUMBER OF PERSONS					
	Key personnel, part of the contractor's organisation		Key personnel to be imported if not available locally		Unskilled personnel to be recruited from local community	
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Safety Officer						
Plant Operators						
Others:.....						
.....						
.....						
.....						

HDI-Human Development Index

SIGNATURE:

DATE:.....of person authorised to sign on behalf of the Tenderer)



6. CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs are required only for site agent, project manager, Safety Officer and foreman)

6.1 CV FOR CONTRACT OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		
<u>Employment Record:</u>		Years with firm:
<u>Experience Record Pertinent to Required Service (Project):</u>		Years with firm:

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE:DATE:

(of person authorised to sign on behalf of the Tenderer)



6.2 CV FOR FOREMAN

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		
<u>Employment Record:</u>		Years with firm:
<u>Experience Record Pertinent to Required Service (Project):</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE:DATE:

(of person authorised to sign on behalf of the Tenderer)



6.3 CV FOR SAFETY OFFICER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		
<u>Employment Record:</u>		Years with firm:
<u>Experience Record Pertinent to Required Service (Project):</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE:DATE:

(of person authorised to sign on behalf of the Tenderer



7. KEY PERSONNEL: PRESENT COMITMENT

Previous experience on works of a similar nature during the last five years

% Time on Site	Position (Current)	Service (Years)	Name of Project and year executed	Value of Works (E)

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Signature of Tenderer _____ Date _____

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8. PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

Signature of Tenderer _____ Date _____

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SECTION 3: PRELIMINARIES

Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
1: PRELIMINARIES					
	<u>NOTES TO PRELIMINARIES</u>				
1.0	These Preliminaries comprise the following:				
1.1	Part A - The JBCC Series 2000 Series Edition 5.0 Code 2101 July 2007 Principal Building Agreement as amended by these bills of quantities				
1.2	Part B - The ASAQS Preliminaries November 2007 as amended by these bills of quantities				
1.3	Part C - Additional Preliminaries to meet the particular circumstances of this project				
2.0	Where references are made to clauses in any of the above sections, they will be identified by the prefix A, B or C followed by the clause number.				
3.0	Tenderers are referred to the above-mentioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not applicable to this contract, such modifications / corrections or additions as are necessary, are given as far as possible under each relevant clause heading. Additional preliminary clauses are contained in Part C hereof.				
4.0	No claim whatsoever shall be entertained in respect of errors or omissions in pricing due to brevity of descriptions of items in these bills of quantities which are fully described when read in conjunction with the relevant clauses of the said Preliminaries and Preambles.				
5.0	The tenderer shall allow opposite each of the clauses whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out herein. Only priced items will be considered in respect of any adjustment of this section. Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
6.0	Where modifications or amendments as described are made, such modifications and/or amendments shall supersede any conflicting provision in the relevant clauses of the Principal Building Agreement or the Preliminaries and the tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.				
7.0	Any item not applicable to this contract is marked N/A				
<u>PART A - PRINCIPAL BUILDING AGREEMENT</u>					
	<u>DEFINITIONS</u>				
1/1/1	CLAUSE 1.0: DEFINITIONS AND INTERPRETATION		Item		
	<u>OBJECTIVE AND PREPARATION</u>				
1/1/2	CLAUSE 2.0: OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS		Item		
	<u>PREPARATION</u>				
1/1/3	CLAUSE 3.0: DOCUMENTS		Item		
1/1/4	CLAUSE 4.0: DESIGN RESPONSIBILITY		Item		
	<p>Clause 4.1 is amended by the addition of the following:</p> <p>Notwithstanding the provisions of Clause 4.1 hereof, where the contractor undertakes the design responsibility of any aspect of the works, he shall, in accordance with Annexure "H" hereof, indemnify and hold free the employer and his agents from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>the contractor. In such instance and with regard to those aspects of work as listed on Annexure "H", the provisions of Clause 4.0 shall not apply</p> <p>In respect of design responsibility undertaken by any nominated or selected subcontractor, such subcontractor shall similarly, in accordance with Annexure "I" hereof, indemnify and hold free the employer, his agents and the contractor from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by the subcontractor.</p>				
1/1/5	<p>CLAUSE 5.0: EMPLOYER'S AGENTS</p> <p>Clause 5.3.2 is amended by the addition of the following to the end thereof:</p> <p>The authority of the principal agent to issue contract instructions or to perform duties as may be required for relevant aspects of the works is delegated to the other agents as follows:</p> <p>1. ARCHITECT</p> <p>The architect is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof, the architect shall perform the following specific functions and duties: -</p> <p>1.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>1.2 Supply the specified number of drawings.</p> <p>1.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>1.4 Be responsible for the design of the works.</p> <p>1.5 Be responsible for co-ordination of design elements</p> <p>1.6 Receive, co-ordinate and accept design documentation and design undertaken by nominated or selected subcontractors.</p> <p>1.7 Issue contract instructions to the contractor regarding: -</p> <p>1.7.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>1.7.2 Removal of any materials and goods from the site and the substitution of any other materials and goods.</p> <p>1.7.3 Removal or re-execution of any work.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>1.7.4 Opening up of work for inspection</p> <p>1.7.5 Testing of work and materials and goods</p> <p>1.7.6 Protection of the works.</p> <p>1.7.7 Making good physical loss and repairing damage to the works.</p> <p>1.7.8 The list for practical completion, works completion, final completion and defects.</p> <p>1.7.9 Compliance with acts of parliament, regulations and bylaws.</p> <p>1.8 Witness the handing over to the contractor of pegs, beacons and datum level by the agent (land surveyor)</p> <p>1.9 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>1.10 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>1.11 Inspect the works for practical completion.</p> <p>1.12 Issue practical completion list and reinspect upon request of contractor.</p> <p>1.13 Issue works completion list.</p> <p>1.14 Inspect the works for works completion</p> <p>1.15 Inspect the works at the end of the defects liability period.</p> <p>1.16 Issue a defects list and reinspect upon request of the contractor.</p>				
	<p>2. <u>QUANTITY SURVEYOR</u></p> <p>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor shall perform the following specific functions and duties :-</p> <p>2.1 Consult with the contractor in correction of rates for errors and discrepancies.</p> <p>2.2 Prepare the monthly recovery statement.</p> <p>2.3 Complete the schedule and arrange for the signing of the agreement.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>2.4 Hold a signed set of contract documents.</p> <p>2.5 Supply the specified number of unpriced bills of quantities.</p> <p>2.6 Identify any changes to the standard JBCC documentation in the schedule and determine any loss and expense caused to the contractor caused by nondisclosure thereof.</p> <p>2.7 Deal with amounts paid by the contractor to authorities having jurisdiction over the works.</p> <p>2.8 Measure and value the making good of physical loss or damage.</p> <p>2.9 Issue contract instructions to the contractor regarding: -</p> <p>2.9.1 Rectification of discrepancies, errors in description or omissions in contract documents.</p> <p>2.9.2 Furnishing proof of payment to nominated and selected subcontractors.</p> <p>2.9.3 Budgetary allowances and work executed by the contractor thereunder.</p> <p>2.9.4 Contingency and other monetary provisions included in the contract sum.</p> <p>2.10 Prepare nominated and selected subcontract tender and contract documents.</p> <p>2.11 Receive proof from the contractor that the contractor's payment obligations have been met in respect of nominated and selected subcontractors.</p> <p>2.12 Act on employers' instructions to pay nominated and selected subcontractors directly.</p> <p>2.13 Adjustment of the contract value in respect of a revision to the date of practical completion.</p> <p>2.14 Calculate penalties for non-completion.</p> <p>2.15 Valuation of payment claims for payment certificates.</p> <p>2.16 Authorise or otherwise the removal of materials or goods from site by the contractor where these have been paid for.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>2.17 Calculate compensatory and penalty interest due to the parties.</p> <p>2.18 With each payment certificate issue:-</p> <p>2.18.1 Details of amounts certified for each nominated or selected subcontractor</p> <p>2.18.2 Notification to each nominated and selected subcontractor showing the formulation of subcontract amounts included in payment certificates.</p> <p>2.18.3 A statement to the employer and contractor showing the total amount certified and all adjustment amounts.</p> <p>2.19 Determine the value of adjustments to the contract value.</p> <p>2.20 Receive from the contractor details of expense and loss claims and assess such claims.</p> <p>2.21 Prepare the relevant information required for the issue of the recovery statement with payment certificate.</p> <p>2.22 Prepare the final account and submit to the contractor.</p>				
	<p>3. <u>CIVIL AND STRUCTURAL ENGINEER</u></p> <p>The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality control. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of civil and structural engineering aspects of the works:-</p> <p>3.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>3.2 Supply the specified number of drawings.</p> <p>3.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>3.4 Be responsible for the design of the works.</p> <p>3.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</p> <p>3.6 Issue contract instructions to the contractor regarding: -</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>3.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>3.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods, therefore.</p> <p>3.6.3 Removal or re-execution of any work.</p> <p>3.6.4 Opening up of work for Inspection</p> <p>3.6.5 Testing of work and materials and goods.</p> <p>3.6.6 Protection of works.</p> <p>3.6.7 Making good physical loss and repairing damage to the works.</p> <p>3.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>3.7 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>3.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>3.9 Inspect the works for practical completion.</p> <p>3.10 Inspect the works for works completion upon request of contractor</p> <p>3.11 Inspect the works at the end of the defect liability period.</p>				
	<p>4. HVAC ENGINEER The HVAC engineer is responsible for all aspects of HVAC engineering design and quality control. Without derogating from the generality of, the HVAC engineer will perform the following specific functions and duties in respect of HVAC aspects of the works:-</p> <p>4.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>4.2 Supply the specified number of drawings.</p> <p>4.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>4.4 Be responsible for the design of the works.</p> <p>4.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>4.6 Issue contract instructions to the contractor regarding: -</p> <p>4.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>4.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods, therefore.</p> <p>4.6.3 Removal or re-execution of any work.</p> <p>4.6.4 Opening up of work for Inspection</p> <p>4.6.5 Testing and commissioning of work, materials and goods.</p> <p>4.6.6 Protection of works.</p> <p>4.6.7 Making good physical loss and repairing damage to the works.</p> <p>4.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>4.7 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>4.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>4.9 Inspect the works for practical completion.</p> <p>4.10 Inspect the works for works completion upon request of contractor</p> <p>4.11 Inspect the works at the end of the defect liability period.</p> <p>4.12 Measure and value the making good of physical loss or damage.</p>				
	<p>5. <u>ELECTRICAL ENGINEER</u></p> <p>The electrical engineer is responsible for all aspects of electrical engineering design and quality control. Without derogating from the generality thereof, the electrical engineer will perform the following specific functions and duties in respect of electrical aspects of the works:-</p> <p>5.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>5.1 Supply the specified number of drawings.</p>				

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	<p>5.2 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>5.3 Be responsible for the design of the works.</p> <p>5.4 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</p> <p>5.5 Issue contract instructions to the contractor regarding:-</p> <p>5.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>5.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefore.</p> <p>5.6.3 Removal or re-execution of any work.</p> <p>5.6.4 Opening up of work for inspection.</p> <p>5.6.5 Testing and commissioning of work, materials and goods.</p> <p>5.6.6 Protection of works.</p> <p>5.6.7 Making good physical loss and repairing damage to the works.</p> <p>5.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>5.7 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>5.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>5.9 Inspect the works for practical completion.</p> <p>5.10 Inspect the works for works completion upon request of contractor.</p> <p>5.11 Inspect the works at the end of the defect liability period.</p> <p>5.12 Measure and value the making good of physical loss or damage.</p>				
	<p><u>WET SERVICES ENGINEER</u></p> <p>The wet services engineer is responsible for all aspects of wet services engineering design and quality control. Without derogation from the generality</p>				

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	<p>thereof, the wet services engineer will perform the following specific functions and duties in respect of wet services aspects of the works: -</p> <p>6.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>6.2 Supply the specified number of drawings.</p> <p>6.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>6.4 Be responsible for the design of the works.</p> <p>6.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</p> <p>6.6 Issue contract instructions to the contractor regarding: -</p> <p>6.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>6.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods thereof.</p> <p>6.6.3 Removal or re-execution of any work.</p> <p>6.6.4 Opening up of work for Inspection.</p> <p>6.6.5 Testing and commissioning of work, materials and goods.</p> <p>6.6.6 Protection of works.</p> <p>6.6.7 Making good physical loss and repairing damage to the works.</p> <p>6.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>6.7 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>6.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>6.9 Inspect the works for practical completion.</p>				

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	<p>6.10 Inspect the works for works completion upon request of contractor.</p> <p>6.11 Inspect the works at the end of the defect liability period.</p> <p>6.12 Measure and value the making good of physical loss or damage.</p>				
7.	<p><u>FIXED FIRE PROTECTION ENGINEER</u></p> <p>The fixed fire protection engineer is responsible for all aspects of fixed fire protection engineering design and quality control. Without derogation from the generality thereof, the fixed fire protection services engineer will perform the following specific functions and duties in respect of fixed fire protection services aspects of the works: -</p> <p>7.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>7.2 Supply the specified number of drawings.</p> <p>7.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</p> <p>7.4 Be responsible for the design of the works.</p> <p>7.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</p> <p>7.6 Issue contract instructions to the contractor regarding: -</p> <p>7.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>7.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods thereof.</p> <p>7.6.3 Removal or re-execution of any work.</p> <p>7.6.4 Opening up of work for inspection.</p> <p>7.6.5 Testing and commissioning of work, materials and goods.</p> <p>7.6.6 Protection of works.</p> <p>7.6.7 Making good physical loss and repairing damage to the works.</p> <p>7.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>7.7 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>7.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
7.9	Inspect the works for practical completion.				
7.10	Inspect the works for works completion upon request of contractor.				
7.11	Inspect the works at the end of the defect liability period.				
7.12	7.12 Measure and value the making good of physical loss or damage.				
	CLAUSE 6.0: CONTRACTOR'S SITE REPRESENTATIVE	Item			
	CLAUSE 7.0: COMPLIANCE WITH LAWS AND REGULATIONS	Item			
	Clause 7.0 is amended by the addition of the following clauses:				
	7.4 Health and Safety Specification - the contractor shall comply with the requirements of the Occupational Health & Safety Act (No. 9 of 2001)				
	CLAUSE 8.0: WORKS RISK	Item			
	CLAUSE 9.0: INDEMNITIES	Item			
	CLAUSE 10.0: GENERAL INSURANCES	Item			
	Clause 10.1 is amended by the addition of the following:				
	The contractor shall effect, as a minimum, the following insurances:				
	a) Insurance to comply with the provisions of the workmen's compensation Act No. 7 of 1993.				
	b) Employers Liability Insurance for no less than E 10 million.				
	c) All risks cover on all construction plant and allied equipment including site huts and temporary accommodation including plant and machinery hired, leased or loaned. The Employers interests are to be noted. Furthermore, the contractor shall effect and maintain for the duration of the contract Motor Vehicle Liability Insurance company:				
	d) Insurance in accordance with the Multilateral Motor Vehicle Accident fund No 93 of 1989 as amended.				

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	(e) Balance of Third-Party Motor Risks including passenger Liability.				
	CLAUSE 11.0: SPECIAL INSURANCES	Item			
	CLAUSE 12.0: EFFECTING INSURANCES Where called upon to do so, the party/ies responsible for effecting the various insurances, shall complete the relevant sections of Annexure "K" - "Declaration of Insurance" attached	Item			
	CLAUSE 13.0: ASSIGNMENT	Item			
	CLAUSE 14.0: SECURITY Clause 14.0 is amended by the addition of the following clause: 14.9 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) were to increase during the course of the contract by an amount of 15% or more of the contract sum, upon written request from the principal agent, the contractor shall immediately arrange to have the construction guarantee "guaranteed sum" adjusted to reflect the increased contract value. The cost of obtaining the adjusted guarantee, if any, will be dealt with in terms of Clause 32.0.	Item			
	<u>EXECUTION</u> CLAUSE 15.0: PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.6 is deleted in its entirety and replaced with the following: - 15.6.1 Immediately on award of the contract and prior to commencement on site, the contractor, in conjunction with the principal agent, shall agree the working programme covering the first month of the construction period. During the course of the first month of the construction period, the contractor shall prepare and draw up for the principal agent's approval, the baseline construction programme for the balance of the works in accordance with the conditions of this Clause 15.6. The principal agent shall have the right to modify such programme to accommodate changes necessary, in his opinion, for coordinating the	Item			

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	<p>project as a whole. Any cost implications relating to such modification, shall be dealt with in accordance with the provisions of the agreement.</p> <p>15.6.2 The baseline construction programme shall be drawn up in accordance with the dates given herein, for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the work. This programme shall form part of the contract documents.</p> <p>15.6.3 The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme, and the implementation thereof.</p> <p>15.6.4 The baseline construction programme shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted.</p> <p>15.6.5 Documentation will not be available in complete detail at the commencement stage. However, the contractor, in consultation with the principal agent, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail, without disrupting the basic logic as initially agreed. The contractor shall be expected to derive an information required schedule from the adopted baseline construction programme and submit to the principal agent to assist the design team in issuing design information timeously.</p> <p>The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the programme.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the contractor and the principal agent, and suitably recorded in the programme.</p> <p>15.6.6 Should circumstances change to the extent where the contractor is of the opinion that changes to the programme are required, then the contractor shall submit a written request to the principal agent for such changes, clearly identifying the reasons for requiring such change. The contractor and principal agent shall thereafter agree such changes, if any.</p> <p>Should the principal agent be of the opinion that the programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the contractor, the principal agent shall be entitled to instruct the contractor to revise the programme accordingly, unless the Contractor can submit reasonable justification for not doing so.</p> <p>Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme.</p> <p>15.6.7 The contractor and the principal agent shall, at regular intervals not exceeding two weeks, agree the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall</p>				

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	<p>include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p> <p>15.6.8 In addition to and based on the programme systems and format dictated above, the contractor shall devise detailed working programmes. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the principal agent.</p> <p>Such working programmes shall at all times relate to the constraints of the current programme.</p>				
	<p>CLAUSE 16.0: SITE AND ACCESS</p> <p>In addition, the contractor shall be informed of any limitations or restrictions on working space, any restrictions imposed by existing buildings, any restrictions imposed by any authorities and any limitations on the availability of water, power and sewerage facilities.</p> <p>Access to the works shall be strictly confined to that permitted by the principal agent. The contractor shall be responsible for maintaining such access and reinstating same upon completion.</p>	Item			

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	<p>CLAUSE 17.0: CONTRACT INSTRUCTIONS</p> <p>Clause 17.0 is amended by the addition of the following clause:</p> <p>(i) By the addition of the following Clause:</p> <p>17.1.21 Acceleration/Special Measures after due consultation with the Contractor</p> <p>17.1.22 Contractors resources, organisation and management of the contract, after due consultation with the Contractor.</p> <p>17.6 Incorrect work due to the default of the contractor shall be removed and made good at the Contractor's cost. Should any such work be accepted by the Principal Agent and should this work involve revision to other work or any other remedial work, then such work, including related professional fees, shall be to the cost of the Contractor. Professional fees or other authorised charges in this case shall be payable by the Employer who may deduct same from amounts due or to become due to the Contractor.</p> <p>Inspection of the works by the Principal Agent and other agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the works. Such inspection shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all respects, in accordance with the latest agreed programme and in accordance with the Agreement.</p> <p>Contract instructions shall be recorded in a contract instruction book which must be provided by the Contractor and kept on site. The book shall be carbon triplicate, numbered consecutively.</p> <p>Contract instructions to the Contractor and his sub-contractors will be issued only by the Principal Agent or his authorised agent and must be issued via the Contractor. Copies of all contract instructions issued shall be submitted to the Principal Agent and the quantity surveyor within 48 hours of issue by the authorised agent issuing the Contract instructions.</p>	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	CLAUSE 18.0: SETTING OUT OF THE WORKS	Item			
	<p>CLAUSE 19.: TEMPORARY WORKS AND PLANT</p> <p>Clause 19.0 is amended by the addition of the following at the end of 19.1.2:</p> <p>The contractor shall provide a project manager office, a site quantity surveyor office and a 10 seater boardroom. These offices and boardroom are to be well airconditioned, fully lit, fully furnished with desks chairs, tables, drawing racks and notice boards. The contractor shall also allow for their regular cleaning and maintenance. The contractor shall maintain internet access for the duration of the project.</p>	Item			
	CLAUSE 20.0: NOMINATED SUBCONTRACTORS	N/A			
	CLAUSE 21.0: SELECTED SUBCONTRACTORS	Item			
	<p>CLAUSE 22.0: EMPLOYER'S DIRECT CONTRACTORS</p> <p>Clause 22.0 is amended by the addition of the following clause:</p> <p>22.6 Refer to Clause C5 "Direct Contracts" for further details.</p>	Item			
	CLAUSE 23.0: CONTRACTOR'S DOMESTIC SUBCONTRACTORS	Item			
	<u>COMPLETION</u>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>CLAUSE 24.0: PRACTICAL COMPLETION</p> <p>Clause 24.0 is amended by the addition of the following:</p> <p>24.8 Should the Contractor, in the opinion of the Principal Agent, not have achieved practical completion of any area of the works, in terms of the contract, the Employer may, notwithstanding the Contractor's on-going responsibilities, take possession of any such area and such possession by the Employer shall not be construed as the achievement of practical completion. Should such an instance arise, the Principal Agent will give notice to the contractor, in writing, that the Employer is taking immediate possession without practical completion having been achieved in order to mitigate his exposure to any expenses. The Contractor's responsibilities and liabilities shall remain in full force and effect until, in the Principal Agent's opinion, practical completion is achieved. Access by the Contractor to any such area in possession of the Employer, prior to the Contractor's achievement of practical completion, shall be at the Employer's convenience, which will not be unreasonably withheld.</p>	Item			
	CLAUSE 25.0: WORKS COMPLETION	Item			
	CLAUSE 26.0: FINAL COMPLETION	Item			
	CLAUSE 28.0: SECTIONAL COMPLETION	Item			
	<p>CLAUSE 29.0: REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0 is amended as follows:</p> <p>i) Clause 29.1.1 shall be deleted and replaced with the following:</p> <p>29.1.1 Exceptionally inclement weather Exceptional is determined as those days that are affected after applying a rolling ten (10) year average for rainfall in the immediate area, month by month as described by the formula below;</p> <p style="text-align: center;"><u>AR</u></p>	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p style="text-align: center;">$DE = [QR \times RD] - RD$</p> <p>DE = Days extension which the contractor is allowed to apply in terms of Clause 29</p> <p>AR = Actual rainfall in a given month</p> <p>QR = Quantity of rain for the given month averaged over a 10 year rolling period</p> <p>RD = Number of rain days for the given month averaged over a 10 year rolling period</p> <p style="text-align: center;">Inclement weather float</p> <p>The contractor shall be required to allow 15 days inclement weather float in the baseline construction programme. Where the contractor submits a claim for an extension to the construction period due to inclement weather, the number of days claimed shall be deducted from the float period until the 15 days are exhausted, thus practical completion date shall be revised for the days exceeding the 15 days</p> <p>ii) The addition of the following clauses:</p> <p>29.1.7 Where the contractor submits a claim for an extension to the construction period in terms of clause 29.1.4 and such actions are applicable only to the contractor, his subcontractors and their employees and are as a result of failure by the contractor to follow proper labour procedures, then an extension to the construction period shall not be granted</p> <p>Clause 29.4.1 is deleted and replaced with the following:</p> <p>"Give notice to the principal agent within two (2) working days of such a circumstance."</p> <p>Clause 29.4.3 is amended by the deletion of the words "twenty (20) working days and the substitution thereof with the words "fifteen (15) working days".</p> <p>Clause 29.5 is amended by the deletion of the word forty (40) working days and the substitution thereof with the words "thirty (30) working days".</p> <p>The addition of the following:</p> <p>The contractor shall give written notice to the principal agent, whenever planning or execution of the works is likely to be delayed or disrupted unless any drawing or instruction is issued by the principal agent within a reasonable time but not less than five working days which notice shall stipulate details of the drawing or instructions required and why and by when it is required and whether any delay of</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>the works is likely to result if it is late. An information required schedule shall not be deemed notification.</p> <p>If after receipt of such notice the principal agent does not issue the drawing and/or instruction within a reasonable time in the circumstances, then the principal agent shall, after due consultation with the employer and the contractor, grant any extension of time that the contractor might be entitled to, if any, and determine the amount of costs, if any, incurred by the contractor as a result thereof.</p> <p>In the event of the contractor not giving notice as aforesaid he shall not be entitled to the payment of any costs or to an extension of time.</p> <p>The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency to the tender and of the rates and prices quoted in the Bills of Quantities all of which shall, except insofar as it is otherwise provided for in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution and the completion of the works and the remedying of the defects therein</p> <p>If, however, during the execution of the works the contractor encounters physical obstructions or physical conditions, other than climatic conditions on the site, which obstructions and conditions were, in his opinion, not foreseeable by an experienced contractor, the contractor shall immediately give written notice to the principal agent. On receipt of such notice, the principal agent shall if in his opinion such obstructions and conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the employer and the contractor, determine any extension of time to which the contractor is entitled in terms of clause 29 and the amount of costs which may have been incurred by the contractor by reason of such obstructions or conditions having been encountered.</p> <p>In the event of the contractor failing to give notice as contemplated above the contractor will not be entitled to the payment of any costs or to an extension of time.</p> <p>29.9 Revision to the date for practical completion shall only be considered when work on the critical path of the agreed baseline construction programme for the works is delayed.</p> <p>29.10 Acceleration</p> <p>29.10.1 Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor after due consultation with the contractor, in writing, to accelerate the progress of the remaining</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>works, to ensure that the works are completed by the original date for practical completion or revised date as the case may be.</p> <p>The principal agent and contractor shall agree upon the additional measures deemed necessary to achieve such acceleration prior to the implementation thereof, including the provision by the contractor of additional resources, plant, manpower, etc., and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods.</p> <p>29.10.2 Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously and shall prove that such steps are being taken if called upon to do so.</p> <p>29.10.3 The contractor's entitlement to compensation where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of Clause 29.10.1, based on detailed estimates of the anticipated expenses and shall be agreed before commencement of the acceleration and not in terms of Clause 32.6.</p>				
	CLAUSE 30.0: PENALTY FOR LATE OR NONCOMPLETION	Item			
	<p><u>PAYMENT</u></p> <p>CLAUSE 31.0: INTERIM PAYMENT</p> <p>Clause 31.0 is amended as follows:</p> <p>i) Clause 31.2 shall be amended by adding the following to the end of the first sentence "... as of the 20th day of the month, by no later than the 22nd day of the month".</p> <p>ii) Clause 31.9 shall be amended replacing the phrase "...seven (7) calendar days..." in the first sentence with the phrase "...ten (10) calendar days..."</p>	Item			
	<p>CLAUSE 32.0: ADJUSTMENT TO THE CONTRACT VALUE</p> <p>Clause 32.0 is amended by the following:</p> <p>Clause 32.13 is amended by the addition of the following:</p>	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>In accordance with Clause 3.4.4 of the CPAP, the value of equipment in specialist work (e.g. cooling towers, data controlled supervising equipment, etc.) and imported materials / labour requiring adjustment outside of the CPAP, are to be listed in the tender enquiry document or to be separately listed by the tenderer at the time of tender.</p> <p>For the purposes of such listing, attached Annexure "J" has been provided.</p> <p>The value of such equipment in specialist work shall be stated, together with the required basis of adjustment (e.g. SEIFSA, proven costs, etc.) and the relevant base indices where applicable.</p> <p>In respect of imported materials / labour, the following shall be stated:</p> <ul style="list-style-type: none"> - description of materials, plant, equipment, labour, etc. - country of origin - foreign currency amount and the applicable rate of exchange ruling as at the date of submission of the tender - the cost, insurance and freight value of the imported materials, etc., expressed in Rands <p>At the date of acceptance of the tender, the contractor shall further provide a copy of the importation documentation / quotes, substantiating the imported values, currency, etc. as above.</p> <p>The contractor's price adjustment requirements as set out above shall be recorded in Annexure "J" hereto, failing which, it shall be deemed that all such equipment in specialist work and imported materials / labour shall be subject to adjustment in terms of the CPAP if applicable.</p> <p>Clause 32.0 is amended by the addition of the following clauses:</p> <p>32.16 The Employer shall also have the right by notice</p> <p>via the Principal Agent to the Contractor to omit any work covered by provisional amount or prime cost items contained herein.</p> <p>The Contractor shall not be entitled to claim for any loss of mark-up or discount resultant from the omission of any provisional amount or prime cost item.</p> <p>32.17 The omission of work from the Agreement and the performance thereof either in terms of 32.16 and/or the performance of such work after the construction period in respect of the relevant portion of the work by direct contract by any person in terms of 32.16 shall not entitle the Contractor to any attendance, mark-up, compensation, consideration, loss or damage under this Agreement other than that contained in Clause 22.</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>CLAUSE 33.0: RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0 is amended by the following:</p> <p>Sub-clause 33.2 shall be amended by the insertion of the words "without prejudice to any other rights that he may have", between the words "Employer" and "may".</p>	Item			
	<p>CLAUSE 34.0: FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0 is amended by the following:</p> <p>Clause 34.10 is amended by the deletion of the words "seven (7)" in the second line and the substitution thereof with the words "fourteen (14)".</p> <p>The addition of the following:</p> <p>"34.15 Interest referred to in sub-clauses above shall be compounded monthly in arrears</p>	Item			
	CLAUSE 35.0: PAYMENT TO OTHER PARTIES	Item			
	<p><u>TERMINATION</u></p> <p>CLAUSE 36.0: TERMINATION BY EMPLOYER - CONTRACTOR'S DEFAULT</p> <p>Clause 36.0 is amended by the following:</p> <p>The addition of the following:</p> <p>"36.1.3 Is placed under provisional or final liquidation or judicial management"</p>	Item			
	CLAUSE 37.0: TERMINATION BY EMPLOYER - LOSS AND DAMAGE	Item			
	CLAUSE 38.0: TERMINATION BY CONTRACTOR EMPLOYER'S DEFAULT	Item			
	CLAUSE 39.0: TERMINATION - CESSATION OF THE WORKS	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<u>DISPUTE</u> CLAUSE 40.0: SETTLEMENT OF DISPUTES	Item			
	<u>CONTRACT AGREEMENT</u> CLAUSE 41.0: POST TENDER PROVISIONS The preselected alternatives in the Contract Data Contractor - Employer indicate the preferences of the employer. 41.2 After consultation with the parties to the Agreement, the Contract data Contractor Employer and such other pertinent documents as listed under item 41.4 will be updated and shall form part of this Agreement. 41.3The dispute resolution body selected by the parties is: Chairman of the Association of Arbitrators, Republic of South Africa 41.4 Further provisions and information agreed by the parties: The following documents shall form part of this agreement: - Contract drawings CLAUSE 42.0: CONTRACTUAL AGREEMENT 42.1 his agreement is the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. 42.2 Contracting parties As stipulated in the Contract Data 43.3 The accepted contract sum Amount E	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>In words</p> <p>.....</p> <p>.....</p> <p>42.4 Signature of the contracting parties :</p> <p>Thus done and signed at _____ on _____</p> <p>_____</p> <p>Name of signatory for and behalf of the employer who by signature hereof warrants authorisation hereto</p> <p>_____ Capacity of signatory</p> <p>_____ as Witness</p> <p>Thus, done and signed at _____</p> <p>_____ on _____</p> <p>_____ Name of signatory for and behalf of the contractor who by signature hereof warrants authorisation hereto</p> <p>_____ Capacity of signatory</p>	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	_____ as Witness				
	<p>CONTRACT DATA: EMPLOYER TO CONTRACTOR</p> <p>i) CONTRACTING AND OTHER PARTIES</p> <p>1.1 Employer : Eswatini National Provident Fund (ENPF)</p> <p>Postal address : P. O. Box 1857, Manzini</p> <p>Code : M200</p> <p>Tel : (+268) 2 508 2000</p> <p>Fax : (+268) 2 508 2001</p> <p>Email : info@enpf.co.sz</p> <p>Physical address: Lidlelatfongeni Building, Corner of Ngwane and Martin Street, Manzini</p> <p>1.2 Principal agent: Ngwenya Wonfor and Associates (Pty) Ltd</p> <p>Agent's Service: Principal Agent</p> <p>Postal Address : P O Box 315, Mbabane</p> <p>Code : H100</p> <p>Telephone : +268 2 404 3723</p> <p>Fax : +268 2 404 2621</p> <p>Email : amos.ngwenya@nwa.co.sz</p> <p>1.4 Quantity Surveyor : Ngwenya Wonfor & Associates</p> <p>Agent's Service: Quantity Surveyor</p> <p>Postal Address : P O Box 315, Mbabane</p> <p>Physical Address : Suite 204, 2nd Floor, Nedbank Centre, Swazi Plaza, Mbabane</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>Code : H100</p> <p>Telephone : +268 2 404 3723</p> <p>Fax : +268 2 404 2621</p> <p>Email: thembelihle.simelane@nwa.co.sz</p> <p>1.7 Interest of principal agent or other agents in the project</p> <p>[5.5] No</p>				
	<p>ii) CONTRACT AND SITE INFORMATION</p> <p>2.1 The law applicable to this agreement shall be that of</p> <p>[1.7] Law of the Kingdom of Eswatini</p> <p>2.2 Works identification</p> <p>[1.1] Refer to Section One "Notes to Tenderers"</p> <p>2.3 Site description</p> <p>[1.1] Refer to Section One "Notes To Tenderers"</p> <p>2.4 Possession of the site is to be given on</p> <p>[15.2.1]</p> <p>.....14th August 2023.....</p> <p>2.5 Period for the commencement of the works after the contractor takes possession of the site [15.3]</p> <p>7 Days</p> <p>2.6 Completion of the works in sections is required</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	[15.4, 28.0]				
	No				
2.7	Waiver of the contractor's lien or right of continuing possession is required				
	[3.3, 31.16.2]				
	Yes				
2.8	Defined restrictions to the site area. Where "yes" the specific requirements are described below				
	[16.1]				
	Yes				
	The contractor will be restricted to occupy only that portion of the site as indicated on the architect's drawing and he shall on no account be allowed to extend his operations beyond the defined areas without the written approval of the principal agent.				
	Within the defined restrictions and constraints, the contractor will be responsible for the location of his site establishment. Access to the site for all construction vehicles will be restricted to entry and exit points to be agreed with the principal agent				
	Yes				
2.9	Geotechnical investigation of the site has been undertaken				
	[16.4]				
	N/A				
2.10	Existing premises will be occupied. Where "yes" the specific requirements are described below [16.6]				
	Yes				
2.11	Provision of temporary services is required. Where "yes" the specific requirements are detailed in the Preliminaries				
	[16.7]				
	Yes				
	Contractor to carry out works with full consideration that this is a live site. Flexibility will be required from contractor to work on weekends or after hours where positions of the works are not accessible during working hours as may be required.				
2.12	Protection of existing trees and shrubs				
	is required. Where "yes" the specific requirements are described below				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	[16.8] N/A				
	<p>3.0 INSURANCES</p> <p>3.1 Contract works insurance to be effected by [10.1.1, 12.6]</p> <p>Contractor</p> <p>For the sum of (amount)</p> <p>The Contract Sum + 10%</p> <p>With a deductible of (amount) E</p> <p>3.2 Supplementary / Special insurance to be affected by [10.1.2, 11.1-3, 12.6] Sasria/Riot For the sum of (amount)</p> <p>With a deductible of (amount)</p> <p>3.3 Public liability insurance to be effected by [10.1.3, 12.6]</p> <p>Contractor</p> <p>For the sum of (amount)</p> <p>With a deductible of (amount)</p> <p>(maximum permissible each and every claim)</p> <p>3.4 Support insurance to be effected by [11.1.1]</p> <p>For the sum of (amount)</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	With a deductible of (amount) 3.5 Special insurance to be effected by [11.1.2-3, 12.1] Contractor For the sum of (amount) E With a deductible of (amount) E (maximum permissible each and every claim)				
	4.0 PRACTICAL COMPLETION DATES AND PENALTIES 4.1 For the works as a whole: [24.3.1] The date for practical completion [30.1-3] and the penalty per calendar day E 2000.00 4.2 For the works in sections: No [24.3.1] The date for practical completion [28.1] and the penalty per calendar day				
	5.0 DOCUMENTS AND GENERAL 5.1 Construction document copies to be supplied to the contractor free of charge [3.7] (number of copies) THREE 5.2 The priced document may be used as a specification of materials and goods and work methods [3.9] No				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>5.3 The contractor shall provide a schedule of rates</p> <p>[3.10] No</p> <p>5.4 Changes made to the JBCC standard documents</p> <p>[3.11] Yes</p> <p>5.5 On acceptance of the tender, the priced document is to be submitted within the stated working days</p> <p>[15.1.1] With Tender Submission</p> <p>5.6 Work to be undertaken by direct contractors</p> <p>[22.2] Yes</p> <p>Refer to clause C4.1</p> <p>5.7 On achievement of practical completion the contractor is to hand over manual etc related to the works as listed below:</p> <p>[24.9]</p> <p>(1) <u>Operating and Instruction manuals</u> All services subcontracts appointed through this Agreement including separate submissions for each Domestic subcontractor appointed by the Service subcontractors.</p> <p>(2) <u>Product guarantees and Manufacturers' instructions</u> All proprietary specified products/equipment that carries a Manufacturers' guarantee and needs to be maintained in a prescribed manner</p> <p>5.8 Interim payment certificate to be issued by [31.1]</p> <p>23th day of the month</p>				
	<p>6.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT</p> <p>Certain provisions of the JBCC Series 2000 Principal Building Agreement have altered / expanded upon. Details of such alterations are recorded under each clause within these bills of quantities</p>				
	<p>7.0 DECLARATION BY THE PRINCIPAL AGENT</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>I, the principal agent named in 1.2 above, declare that the information provided is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be forthwith informed thereof in writing</p> <p>_____</p> <p>Principal Agent</p> <p>_____</p> <p>Date</p>				
	<p><u>CONTRACT DATA - CONTRACTOR TO EMPLOYER</u></p> <p>1.0 CONTRACTING PARTY</p> <p>1.1 Contractor:</p> <p>Postal address:</p> <p>Code:</p> <p>Telephone: +268</p> <p>Fax: +268:</p> <p>E-mail:</p> <p>1.2 Physical Address:</p> <p>2.0 SECURITIES:</p> <p>2.1 The security provisions selected are:</p> <p>2.1.1 [14.3] Variable construction guarantee</p> <p style="text-align: center;">No</p> <p>2.1.2 [14.4] Fixed construction guarantee and</p> <p>Payment Reduction</p>				

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	<p style="text-align: right;">Yes</p> <p>2.1.3 [14.5] Advanced Payment is required</p> <p style="text-align: right;">No</p> <p>2.1.4 [14.5] An Advance Payment Guarantee to be provided</p> <p style="text-align: right;">No</p> <p>3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES</p> <p>3.2.1 The contract value shall be adjusted according CPAP [3.1] No</p> <p>3.2.5 Payment of preliminaries [3.1.1-2] Alternative B</p> <p>3.2.6 Adjustment of preliminaries [3.2.1-2] Alternative A</p> <p>4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</p> <p>4.1 Changes (if any) in terms of the Employer's Contract Data are accepted [3.11] Yes</p> <p>Where "No" an addendum referenced to this clause is to be attached</p>				
	<p><u>PART B – PRELIMINARIES</u></p> <p>CLAUSE 1.0: DEFINITIONS AND INTERPRETATION</p> <p>CLAUSE 2.0: DOCUMENTS</p> <p>Clause 2.2 is amended by the addition of the following: -</p> <p>The following annexures are included: -</p> <p>Annexure A - Construction Guarantee</p> <p>Annexure B - Payment Guarantee</p>	Item Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>Annexure C - Waiver of Contractor's Lien</p> <p>Annexure D - Advance Payment Guarantee</p> <p>Annexure E - Application for Payment in Respect of Unfixed Materials</p> <p>Annexure F - Application for Payment in Respect of Unfixed Materials Off Site</p> <p>Annexure G - Transfer of Ownership of Materials Stored Off Site</p> <p>Annexure H - Form of Indemnity by Contractor Undertaking Design Responsibility</p> <p>Annexure I - Form of Indemnity by Selected/Nominated Subcontractor Undertaking Design Responsibility</p> <p>Annexure J - List of Equipment in Specialist Work / Imported Materials to be excluded from the Value of Work subject to adjustment in terms of the CPAP</p> <p>Annexure K - Declaration of Insurance</p> <p>Annexure L - Insurance Claims Procedure</p> <p>Annexure M - IEE/CMP</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>Annexure N – Drawings</p> <p>Annexure O - Soil Investigation Report</p> <p>Annexure P - Site Inspection Certificate</p> <p>These bills of quantities shall not be used for ordering purposes.</p> <p>No alteration, erasure, amendment, note, deletion, insertion, omission or addition is to be made to this document. Any such alteration, etc., made will not be recognised, but the reading of these bills of quantities, as prepared by the quantity surveyor, will be adhered to.</p> <p>The Tenderer is referred to the “Standard Preambles” issued with these bills of quantities for full descriptions of materials and methods referred to in these bills of quantities insofar as they apply. Where descriptions in the bills differ from those in the “Standard Preambles”, the descriptions in the bills are to apply.</p> <p>No claim whatsoever shall be entertained in respect of errors in pricing due to brevity of descriptions of items in the bills which are fully described when read in conjunction with the relevant “Standard Preambles.”</p> <p>The rates contained in the priced bills of quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the contract sum and the final value of the works.</p> <p>Budgetary Allowances and Prime Cost Amounts contained herein may be omitted or reduced at the principal agent’s discretion and the contractor shall not be entitled to claim for any loss by way of reduction or omission of any discounts, or percentage relating to Budgetary Allowances or Prime Cost Amounts or any loss of profit related thereto.</p> <p>CLAUSE 3.0: PREVIOUS WORK AND ADJOINING PROPERTIES</p> <p>CLAUSE 4.0: SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</p> <p>CLAUSE 4.3 is deleted in its entirety and replaced with the following:</p> <p>The term "shop drawings" shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate manufacturing details and methods of execution of work.</p>				

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	<p>The contractor shall ensure that all shop drawings required for the works in terms of this Contract, all subcontracts and/or any principal agent's instruction, are prepared and submitted timeously in accordance with the following procedure:</p> <p>(i) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the principal agent for approval. Such work shall not be carried out until such approval has been given.</p> <p>(ii) Shop drawings shall be submitted to the principal agent for approval and the contractor is to allow the principal agent a reasonable check period (minimum one week) from the date of receipt of shop drawings, before returning the drawings to the contractor in accordance with the works programme.</p> <p>(iii) All submissions shall be prepared in accordance with the contract drawings and specifications and/or any principal agent's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications.</p> <p>Delays in approval of shop drawings due to noncompliance with drawings, specifications and/or principal agent's instructions, shall not constitute grounds for any claims for delay, extension of time and the like.</p> <p>(iv) When the principal agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the principal agent so that the principal agent's stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the principal agent. As many prints of the approved shop drawings and schedules as required, shall also be furnished to the works. No work shall be performed in accordance with drawings and/or catalogues not stamped with the principal agent's approval.</p> <p>(v) The contractor, sub-contractor or supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.</p> <p>(vi) The principal agent's approval of shop drawings is limited to checking conformity with specification and shall not relieve the contractor, subcontractor or supplier of his responsibility for design where called for, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.</p> <p>(vii) Should the contractor, subcontractor or supplier be of the opinion that corrections to shop drawings made by the principal agent constitute a change to the scope of work, then he shall immediately advise the</p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>principal agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the principal agent's directive.</p> <p>CLAUSE 5.0: DEPOSITS AND FEES</p> <p>CLAUSE 6.0: TEMPORARY SERVICES</p> <p>CLAUSE 7.0: PRIME COST AMOUNTS</p> <p>CLAUSE 8.0: SPECIAL ATTENDANCE ON N/S SUBCONTRACTORS</p> <p>CLAUSE 9.0: GENERAL</p> <p>9.1 Protection of the works</p> <p>9.2 Protection / isolation of existing / sectionally occupied works</p> <p>9.3 Security of the works</p> <p>9.4 Notice before covering work</p> <p>9.5 Disturbance</p> <p>9.6 Environmental disturbance</p> <p>9.7 Works cleaning and clearing</p> <p>9.8 Vermin</p> <p>9.9 Overhand work</p> <p>CLAUSE 10.0: SCHEDULE OF VARIABLES</p> <p>10.1 Provisional bills of quantities</p> <p>[2.2] The quantities are provisional</p>				
					Yes

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	10.2 Availability of construction documentation [2.3] Construction documentation is complete				
				Yes	
	10.3 Previous work - dimensional accuracy [3.1]				
	10.4 Previous work – defects				
	10.5 Inspection of adjoining properties				
	10.6 Water [6.1] Option A (by Contractor)				
				Yes	
	10.7 Electricity [6.2] Option A (by Contractor)				
				Yes	
	10.8 Telecommunications [6.3] Telephone				
				Yes	
	Facsimile			Yes	
	E-mail			Yes	
	10.9 Ablution facilities [6.4] Option A (by contractor)				
				Yes	

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>Over and above the provisions above the Contractor shall provide adequate toilet, washing facilities including water for all workers on site. These facilities are to be kept clean and sanitized at all times.</p> <p>The existing or new WC's and / or other sanitary fittings installed in the building shall not be used by the workers under any circumstances.</p> <p>10.10 Protection of the works [9.1]</p> <p>The contractor shall provide for the protection of all work for which a certificate of practical completion has not yet been issued and which is liable to be damaged from any cause, which protection shall, inter alia, include:</p> <p>(i) the protection of the works from inclement weather, exposure to the sun and the removal of water from the works (keeping excavations free of water separately measured)</p> <p>(ii) the provision and maintenance of all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required</p> <p>The contractor shall be responsible for any damage which may occur and shall make good at his own expense</p> <p>10.11 Protection / isolation of existing / sectionally occupied works [9.2]</p> <p style="text-align: right;">Yes</p> <p>10.12 Disturbance [9.5]</p> <p>Specific requirements</p> <p>10.13 Environmental disturbance [9.6]</p> <p>Specific requirements</p>				
	<p><u>PART C - ADDITIONAL PRELIMINARIES</u></p> <p>The following clauses are additional to or, augment the clauses contained in Parts “A” and “B”</p> <p>1.0 <u>THE SITE</u></p>				

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>CLAUSE 1.1: UNAUTHORISED PERSONS ON SITE</p> <p>The contractor shall at all times strictly exclude all unauthorized persons from the works.</p> <p>No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the premises. The contractor must provide any necessary independent shelters or sheds required for any workmen or watchmen left on the site.</p> <p>Furthermore, the contractor shall take all measures necessary to ensure that no unauthorised workmen are allowed into the building at any time without the specific permission of the principal agent.</p> <p>Suitable identification cards must be worn by all construction personnel including sub-contractors, at all times. These identification cards will be issued by the main contractor.</p>	Item			
	<p>CLAUSE 1.4: ACCESS TO SITE</p>	Item			
	<p>CLAUSE 1.5: MAINTENANCE OF ROADS AND SERVICES</p> <p>The contractor shall keep the approaches to the site clear of mud, other debris and the like caused by the contractor or any subcontractors. Damages caused to public and private roads and services due to negligence by the contractor, shall be made good by the contractor at his own expense.</p>	Item			
	<p>2.0 <u>FINANCIAL ASPECTS</u></p>				
	<p>CLAUSE 2.1: PRICING OF PRELIMINARIES</p> <p>These bills of quantities have been formulated in the conventional manner, whereby the preliminaries have been included as a separate section, in order to enable tenderers to price their site establishment costs, site management, etc.</p> <p>In pricing the preliminaries, tenderers are required to price the relevant items individually, as a single lump sum preliminaries amount will not be accepted.</p> <p>In the event that a tenderer elects not to price the preliminaries section as contained within these bills of quantities, then it will be deemed that all relevant preliminaries costs have been included within the rates as tendered within the measured bills of quantities. Adjustment of the preliminaries will, in this instance, only be by way of remeasured final quantities applied to tendered rates. Tenderers acknowledge that by pricing the preliminaries in this way, they will forfeit any claim for the independent adjustment of preliminaries</p>	Item			

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Item No.	Details	Unit	Quantity	Rate	Amount (SZL)
	<p>costs arising out of an extension of the construction period granted in terms of Clause A29.</p> <p>CLAUSE 2.2: PRICING OF BILLS</p> <p>Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking,</p> <p>hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement</p> <p>.</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</p> <p>Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.</p> <p>The contractor shall execute work during “overtime” hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum.</p> <p>CLAUSE 2.3: NATURE OF PROJECT IN RELATION TO PRICING</p> <p>Tenderers are advised that the nature of this contract is such that the detail design will evolve in parallel with construction.</p> <p>The Tenderer acknowledges that he is aware that the project detail design and related planning and production of drawings are in an embryonic stage and that</p>	Item			
	<p>The Tenderer acknowledges that he is aware that the project detail design and related planning and production of drawings are in an embryonic stage and that</p>	Item			

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	<p>the appointments of major selected/nominated subcontractors have yet to take place.</p> <p>CLAUSE 2.4: COSTS OF CLAIMS</p> <p>All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor.</p> <p>The contractor together with the Principal Agent shall provide a written opinion on all claims, including those submitted by selected/nominated subcontractors, pertaining to reduced time available for execution of the relevant work, out-of-sequence working, lack of access or claims of a similar nature.</p> <p>3.0 <u>INSURANCES</u></p> <p>CLAUSE 3.1: SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES</p> <p>Submission of a tender shall be deemed as acceptance by the contractor that he is satisfied with the scope of the insurances effected by the employer, supplemented by any additional insurance considered necessary by himself.</p> <p>The employer warrants that the insurances effected by him shall remain in force for the duration of the contract including the period of maintenance.</p> <p>Any clarification of the scope of cover provided by the policies arranged by the employer should be obtained from the employer's insurance brokers.</p> <p>The contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this contract.</p> <p>Where the contractor is responsible for the appointment of sub-contractors, then the contractor shall:</p> <p>(i) ensure that potential and appointed subcontractors are aware of the whole content of Clauses A10.0, A11.0 and A12.0</p>	Item			

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	<p>(ii) ensure the compliance of subcontractor with these Clauses where applicable.</p> <p>CLAUSE 3.2: CLAIMS UNDER INSURANCE ARRANGED BY THE EMPLOYER</p> <p>In the event of any occurrence which is likely to give rise to a claim under the insurances arranged by the employer, the contractor / subcontractor shall: -</p> <p>(i) In addition to any statutory requirement or other requirements contained in the agreement, immediately notify the employer's insurance brokers by telephone or telefax, giving the circumstances, nature and an estimate of the loss or damage or liability;</p> <p>(ii) Complete a claims advice form per Annexure "L", in conjunction with both the principal agent and the employer and return it to the insurance brokers without delay;</p> <p>(iii) Assist as required, in negotiations of the settlement of claims with the insurers through the employer's insurance brokers.</p> <p>The employer shall have the right to make all and any enquiry on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall give the employer and his insurers full facilities for carrying out such enquiries.</p> <p>4.0 <u>DIRECT CONTRACTS</u></p> <p>CLAUSE 4.1: DIRECT AND SEPARATE CONTRACTS</p> <p>The employer shall have the right to employ other contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works, whether contained in this agreement or not, concurrently with the work being executed under this agreement.</p>	Item			

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	<p>In addition, the employer shall have the right to send his own employees or direct contractors on to the works for the purpose of installing tenant installations and requirements and any other special installations and systems. The contractor is to allow against the relevant items as described in this Clause, for any costs, as no additional claims will be entertained due to the presence on the works of such direct contractors, employer's employees or tenants.</p> <p>Should the contractor be required to make good after such direct contractors, employer's employees or tenants or to carry out jobbing, etc., the contractor will be recompensed for any costs incurred by him in terms of Clause A32 of the preliminaries.</p> <p>The contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "direct contractors" but shall nevertheless allow these direct contractors and the employer's employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and co-ordinate via the principal agent, the work of such direct contractors as necessary, all to the satisfaction of the principal agent. The contractor shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site, and shall not in any way hinder or prevent the execution of their work.</p> <p>The contractor is advised that the following works may be carried out by the employer and/or his direct contractors and/or the employer's employees and/or tenants and the value of such work is not included in the principal building agreement:</p> <p>PABX system</p> <p>Radio and television installation , slot bases,</p> <p>etc.</p> <p>Computer installations, data cabling, etc</p> <p>Artwork, paint murals, etc</p> <p>Burglar alarm, security and access control installations</p> <p>Public address installation</p> <p>Signage, graphics and the like in public areas</p>				

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	<p>Specialist lighting other than that provided by the electrical subcontractor</p> <p>Closed circuit television installation</p> <p>Installations carried out by the employer in the normal course of his business</p> <p>Landscaping and irrigation</p> <p>The contractor should allow for early occupation for the installation of these facilities, specifically computer room(s), to enable the direct contractors to finish their first and second fix items on or before practical / sectional completion. The final fix equipment will only be installed after practical completion for insurance purposes</p> <p>A detailed schedule indicating the anticipated early occupation dates for the various items shall be agreed between the contractor and the principal agent.</p> <p>5.0 <u>HANDOVER, GUARANTEES AND MAINTENANCE INSTRUCTIONS / MANUALS</u></p> <p>CLAUSE 5.1: AS BUILT DRAWINGS</p> <p>Copies of the structural engineer's drawings showing the positions of construction breaks and the extent of individual concrete pours are to be maintained by the contractor for record purposes and are to be submitted to the structural engineers for their records, at the end of the project.</p> <p>The contractor shall be required to ensure that, at the end of the project, copies of the plumbing, drainage and fire services reticulation layouts, showing the position of main pipe runs, the positions of stopcocks and all other salient information, are submitted to the principal agent.</p> <p>All such as-built drawings are required to be lodged prior to the issue of the certificate of works completion (refer Clause A25 hereof).</p> <p>CLAUSE 5.2: GUARANTEES AND MAINTENANCE INSTRUCTIONS / MANUALS</p> <p>The contractor shall obtain and hand over to the principal agent on practical completion, all relevant guarantees and operating and maintenance manuals, as required by the principal agent or provided by manufacturers, suppliers or subcontractors.</p>	Item			

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	<p>The contractor shall ensure that all warranties and guarantees received are fully ceded to the employer on works completion, failing which, the issue of the works completion certificate and the release of construction guarantee, will be withheld until this is satisfactorily completed.</p> <p>The guarantees shall state that workmanship, materials and installations are guaranteed for a specified period reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period, shall be made good at the expense of the contractor / subcontractors doing the work, upon written notice from the principal agent or the employer to do so.</p> <p>CLAUSE 5.3: SECURITY AT COMPLETION</p> <p>At completion, the contractor shall leave the works secure with all accesses locked. The contractor shall account for and hand over to the principal agent all keys, properly labelled with an itemised schedule to be signed by the principal agent as receipt.</p> <p>6.0 <u>GENERAL IN RESPECT OF SPECIALIST INSTALLATIONS</u></p> <p>Note: The contractor is to ensure that the following requirements, as stated in the subcontractor documentation in respect of specialist equipment and services installations by specialist subcontractors under his control, are adhered to:</p> <p>CLAUSE 6.1: TESTS AND INSPECTIONS PRIOR TO COMPLETION</p> <p>All specialist plant and equipment, subject to the principal agent's sole discretion, is subject to acceptance tests, which shall be arranged in the works of the subcontractor / supplier within 10 days of notification that such plant or equipment is available for testing. The subcontractor shall inform the principal agent in writing, indicating the exact dates for these acceptance tests during the course of the last month of manufacture of such plant or equipment.</p> <p>In the event that the principal agent or his representatives cannot witness such tests, the employer may:</p> <p>(i) appoint a specialist inspection organisation to witness such tests at his expense on behalf of the principal agent or his representatives.</p> <p style="text-align: center;">OR</p> <p>(ii) accept the subcontractor's certificate testifying as to the quality and performance of the specialist plant / equipment so supplied.</p>				

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	<p>Should no inspection have been made by the date indicated by the subcontractor as set out above, the equipment will be deemed as accepted and packed accordingly for delivery.</p> <p>The final acceptance will take place on site in the presence of the subcontractor responsible for the commissioning of the equipment. The principal agent's representative shall also be present.</p> <p>The subcontractor shall demonstrate to the principal agent the full scope of operation of the installation and shall ensure that he is satisfied that the principal agent is fully aware of all the operational aspects of the installation prior to handover at practical completion stage.</p> <p>The principal agent's shall be afforded access at all reasonable times to such part of the works on site or at the subcontractor's premises or the premises of the manufacturer of component parts, as may be necessary for the purpose of inspecting, examining and testing the materials, workmanship and performance of any plant or equipment for the works.</p> <p>The subcontractor shall be responsible for the tests required by any local statute, building regulation, etc.</p> <p>Any breakdown or mechanical failure and any damage or consequential losses which may arise from such breakdown, mechanical or structural failure, will be the responsibility of the subcontractor.</p> <p>CLAUSE 6.2: PERFORMANCE OF INSTALLATION</p> <p>The efficiency of the design is the responsibility of the subcontractor who shall ensure that the quality of workmanship and the installation of equipment meets the requirements of the specification and is done in such a manner that the equipment performance meets with the figures published by the manufacturers an/or suppliers. The subcontractor, by entering into this contract, shall be deemed to have offered his services, workmanship, materials and equipment to meet the requirements of the specification and shall further be deemed to have ensured that the suppliers and manufacturers of the equipment installed by him under this contract, have manufactured and supplied such equipment to perform within the recommended limits of the manufacturer's design and performance figures, as well as to comply with the specification supplied.</p> <p>CLAUSE 6.3: GUARANTEE</p> <p>The subcontractor shall guarantee the complete installation for a period of one year or as directed by the Principal Agent from the date of acceptance of the installation by the principal agent against defects as a result of patent or latent defects of the design and apparatus, as well as against faulty materials and workmanship. The guarantee must provide that all parts, spares, consumables and appurtenances that become defective during the guarantee period, be</p>	Item			

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	<p>replaced free of charge of any nature to the employer. The costs of labour and transportation required to replace such part of a defective installation, shall be borne by the subcontractor and shall be included in his guarantee.</p> <p>The expiry of the one year guarantee period shall in no way relieve the subcontractor of any of his obligations and/or responsibilities in respect of latent defects in terms of Clause A27 hereof.</p> <p>The subcontractor shall cede to the employer the remainder of any equipment guarantee which he has received from his suppliers and which extends beyond the period of twelve months mentioned herein.</p> <p>CLAUSE 6.4 : COMMISSIONING AND TESTING</p> <p>The subcontractor shall commission and test the entire installation at his own expense, including provision of all test equipment. Such testing is to be done in the presence of the principal agent, who shall have been notified of the dates and approximate duration of the tests, sufficiently in advance so as to allow attendance at such tests</p> <p>7.0 GENERAL</p> <p>CLAUSE 7.1: CONTRACTOR TO BE RESPONSIBLE</p> <p>The contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this contract. The contractor shall be solely responsible for all aspects of the construction of the works including but not limited to management, resourcing, programming and coordination of sequencing of work all as required for the type of project described and within the time limits and quality standards specified.</p> <p>CLAUSE 7.2: NOTICE BOARDS, MEDIA RELEASES, ADVERTISING, ETC.</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project, shall vest with the employer.</p> <p>The contractor together with his subcontractors shall not, without the written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media, or have any advertising signage displayed on site.</p> <p>CLAUSE 7.3 : METHOD STATEMENT</p> <p>The contractor shall produce, when required to do so by the principal agent, a method statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the principal agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the works.</p>	Item			
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	<p>CLAUSE 7.4: OVERLOADING</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works, scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the principal agent for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.</p> <p>CLAUSE 7.5: STRUCTURAL SAFETY</p> <p>The contractor shall take all reasonable measures to ensure that all alteration works are structurally practicable and safe. The contractor shall provide and price under the relevant demolition item, for all necessary temporary propping and support which may be required.</p> <p>CLAUSE 7.6: CONDEMNED WORK</p> <p>The contractor shall remove from the site all materials not conforming with the relevant specification and condemned by the principal agent, whether incorporated in the works or not. He shall replace such material and re-execute the affected work in accordance with the contract and without expense to the employer.</p> <p>The contractor shall also bear the expense of making good any other work damaged or destroyed by such removal or replacement.</p> <p>CLAUSE 7.7: PHOTOGRAPHIC RECORD</p> <p>A two weekly photographic record is to be provided by the contractor, recording the state of progress of the works. Copies of each photograph annotated with the location and date, are to be made available to the employer via the principal agent.</p> <p>CLAUSE 7.8: MODE OF PROCEDURE</p> <p>Notwithstanding anything to the contrary contained herein, the principal agent at all times reserves the right to direct the order in which the various parts of the contract are to be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited.</p> <p>Should the contractor and/or principal agent be of the opinion that such instruction warrants a revision of date for practical completion and / or an</p>				

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	<p>adjustment to the contract value then this will be dealt with in terms of clause 29 and clause 32.</p> <p>Should it appear, in the principal agent's opinion, that work in any area is not being executed in accordance with the requirements of the programme, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the principal agent.</p> <p>CLAUSE 7.9: ROYALTIES, PATENT RIGHTS AND FEES</p> <p>The contractor shall indemnify the principal agent against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification.</p> <p>All payments and royalties payable in one sum or by instalments or otherwise, shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable.</p> <p>In the event of any claim being made or action brought against the principal agent arising out of the matter referred to in this clause, the contractor shall be promptly notified thereof and may, at his own expense, conduct negotiations for the settlement of the same and/or litigation, that may arise therefrom. The principal agent shall not, unless and until the contractor shall have failed to take over and conduct the negotiations of litigation, make any admission which might be prejudicial thereto.</p> <p>The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the principal agent such reasonable security as shall from time to time be required by the principal agent, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the principal agent may become liable in respect of such infringement as aforesaid. The principal agent shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so.</p> <p>The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the principal agent such reasonable security as shall from time to time be required by the principal agent, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the principal agent may become liable in respect of such infringement as aforesaid. The principal agent shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so</p>	Item			
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	<p><u>8.0 INTERFERENCE WITH TRAFFIC FLOW AND NEARBY PROPERTIES</u></p> <p>All operations necessary for the execution of the works and for the construction of any temporary works shall not interfere unnecessarily or improperly with the access of the public to permanent roads and footpaths. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in respect of or in relation to any such matters.</p> <p>The Contractor shall at all times accommodate such provisions as may be necessary in the opinion of the Principal Agent to ensure that disruption to the occupants of the nearby buildings or the public is kept to an absolute minimum.</p> <p>The Contractor shall make all necessary provisions in his rates for his requirements and no additional entitlement on the part of the Contractor in compliance with these requirements shall be entertained.</p> <p>The Contractor must reinstate the existing streets, pavings, kerbs, etc. to their original condition on completion of the building operations to the satisfaction of the Principal Agent.</p>				
	<p>Carried to Final Summary</p>				

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	<u>BILL NO 2</u>				
	<u>ALTERATIONS</u>				
	<u>REMOVAL OF EXISTING WORK</u>				
	<u>Take out and remove doors, windows, etc., including thresholds, cill, etc., from brickwork to be demolished:</u>				
1	Aluminium with fixed glass panel, window 2140 x 1500mm high	No	1		
2	Cracked aluminium fixed glass panel, shopfront 4800 x 3400mm high	No	1		
2	Remove existing revolving door including preparing area for fitting new to match existing	No	1		
	<u>Hack up/off and remove cement render, screeds, plaster, etc., from concrete, brickwork or blockwork:</u>				
3	Floor tiles	m2	52		
	<u>Take down and remove roofs, floors, panelling, ceilings, partitions, etc.:</u>				
4	Suspended ceiling panels including main tees and cross tees, shadowline cornices, etc.	m2	62		
5	Rhinoboard drywall partition including cornices, skirting etc.	Mm2	24		

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	<u>Take out remove sundry joinery work:</u>				
6	Counter tops including accessories	m	3		
7	Cupboard drawers and shelving 1200mm high	m	3		
8	Timber skirtings	m	70		
	<u>Disconnect, A/C Split Unit & Distribution borad including rerouting conduits:</u>				
9	Electrical conduit re-routing, re-wiring including disconnecting DB to do some refurbishment works and reinstating same		Item		
10	Carefully disconnect CCTV camera and relocate it to new position, chasing conduit to wall including rewiring, leading same to new position				
11	Carefully disconnect air-conditioning cassette unit and remove including related chasing of conduit to wall and rewiring including reinstating same	No	4		
	BLOCKING UP OPENINGS				
12	Build up 2140mm x 2500mm high in 230mm concrete block wall and make good internal and external plaster and paint on both sides to match existing.	No	1		
	MAKING GOOD OF FINISHES, ETC				
	<u>Making good cement render:</u>				

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	<u>BILL NO 3</u>				
	<u>MASONRY</u>				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades and to the Supplementary Preambles which are incorporated at the back of the these Bills of Quantities				
	<u>BLOCKWORK</u>				
	<u>BLOCKWORK IN SUPERSTRUCTURE</u>				
	<u>7 Mpa blockwork in concrete blocks in Class I mortar:</u>				
1	230mm Thick walls	m2	2		
	<u>BLOCKWORK SUNDRIES</u>				
	<u>Blockwork reinforcement:</u>				
	155mm Wide reinforcement built in horizontally	m	3		
	SUB-TOTAL				

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	<u>BILL NO 4</u>				
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
	<p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2009 Edition) and any supplementary Preambles to the Model Preambles forming part of these Bills of Quantities</p> <p>No claim arising from brevity of description of items fully described in the said Model Preambles for Trades or Supplementary Preambles to Model Preambles will be granted</p>				
	<u>SUSPENDED CEILINGS</u>				
	<u>9.5MM "Rhino Plasterboard" Type A (Skimmed with Rhinolite) including smooth finish, boards with taped T – steel grids system coated steel jointing strips:</u>				
1	9.5mm Rhino Plasterboard with tapered edged ceiling boards secured to a donn suspended hidden "T" steel grid system grid suspended from steel trusses with 25 x 25 metal angle hangers all as per manufacturers requirements boards installed with printed side up and all joints to be taped (Rhino tape) and skimmed with rhinolite or cretestone plaster all done in accordance with manufacturers instructions to ensure a smooth unblemished ceiling surface ceiling edged with a prepainted shadowline cornice	m2	62		
	<u>Proprietary suspended ceilings (Donn Exposed Grid System):</u>				
	Electric 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				

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	may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).				
	<u>15mm Thick OWA SANDILE 600 x 600mm ceiling panels layed on a Donn exposed grid T38 main tees and T25 cross tees with cappings of prepainted aluminium grid suspended from steel trusses with metal hangers all as per manufactures requirements ceiling edged with a prepainted shadowline cornice:</u>				
2	Ceiling suspended not exceeding 1m below steel trusses at 600mm centres	m2	85		
3	Extra over ceiling for 600mm x 600mm trap door formed of 42 x 42mm wrot softwood rebated framing with one 38 x 38 sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	3		
	<u>Cornices to suspended ceilings:</u>				
4	100 100mm Sigma plastertrim shadowline cornice or similar to suspended ceiling plugged	m	70		
	<u>PARTITIONS ETC</u>				
	<u>"Rhino-Drywall" partition systems</u>				
	"Rhino-Drywall" partitioning shall comprise steel studding formed of 63.5mm top and bottom tracks with vertical studs at maximum 600mm centres, friction fitted or pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc and described with wall board screwed to studding with "Drywall" screws at maximum 220mm centres. Boards are to be butt jointed and finished with "Rhino" tape and "Readymix D" jointing compound all in accordance with the manufacturer's instructions. Intersections and abutments are measured separately and descriptions shall be deemed to include any				

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	additional studs, corner beads, jointing compound, tape, etc Note: Wall paper and/or paint and varnish finishes are measured elsewhere				
5	Partitioning 3400mm high with bottom track plugged And top track fixed to suspended ceiling tees	m	30		
	<u>Rhino drywall to be (Skimmed with Rhinolite) including</u> <u>Smooth finish, jointing strips:</u>				
6	On gypsum plasterboard partitions to be taped (Rhino tape) and skimmed with rhinolite or cretestone plaster all done in accordance with manufacturers instructions to ensure a smooth unblemished drywall surface	m2	116		
	<u>Aluminium skirting:</u>				
7	100mm high aluminium skirting plugged	m	60		

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	SUBTOTAL				
	<u>BILL NO. 5</u>				
	<u>METALWORK</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>General</u>				
	All aluminium shopfronts to be fitted with weather and wind strips. All dimension to be checked on site prior to ordering/manufacturing. All glass panels to comply with N.B.R. part n -glazing and A.A.M.S.A. regulations. Full detailed shop-drawings to be approved by architect prior to manufacturing. All aluminium shopfronts as per design and supply to manufacturer's specifications. Powder coating performance & colour quality to have min Ten (10) year guarantee .Wash off any mortar splashes with clear water immediately and dry thoroughly. Avoid direct on tact between aluminium and other metals by applying a separate coat of primer to other metal. Primer to comply with bs9118 part 2 section 4.				
	Hardware:				
	Lockset/stay device: as per manufacturer to architects approval.				
	Finish:				
	Powder coating (50-100µ thick interpon d25 range - anp 3057 matt dark umber grey II 259p).To apply 1050mm high frost as per architect's shopfront schedule Finish				
	<u>Glazing:</u>				

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	Leaf: AGI - 6.38mm PVB clear laminate safety glass (or similar approved) to beaded glazed panels. All glass to have polished edges & comply to SABS 0400 PART N.				
	<u>Performance:</u>				
	All windows and glass specifications to comply with standard national building regulations for glazing and AAMSA specifications.				
	Purpose made narrow style aluminium shopfront and awning window frame - complete with moulded glazing beads as per manufacturer to architects approval frame to receive fixed safety glass panels. Awning window with stay device as recommended by manufacturer and to be approved by architect.				
1	Corner shopfront 'sf01' size 2020 x 980 x 3400mm high as per Architect's project no.0283 and drawing no: 1000	No	1		
2	Shopfront 'sf02' size 2110 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	1		
3	Corner shopfront 'sf03' size 1080 x 4430 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	1		
4	Shopfront 'sf01' size 980 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	1		
5	Shopfront 'sf03' size 1080 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	1		
6	Aluminium door 'D1' including frame size 910 x 3400mm high as per Architect's project no.0269 and drawing no:1000	No	2		

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	<u>General:</u>				
	All aluminium shopfronts to be fitted with weather and wind strips. All dimension to be checked on site prior to ordering/manufacturing. All glass panels to comply with N.B.R. part n -glazing and A.A.M.S.A. regulations. Full detailed shop-drawings to be approved by architect prior to manufacturing. All aluminium shopfronts as per design and supply to manufacturer's specifications. Powder coating performance & colour quality to have min Ten (10) year guarantee .Wash off any mortar splashes with clear water immediately and dry thoroughly. Avoid direct on tact between aluminium and other metals by applying a separate coat of primer to other metal. Primer to comply with bs9118 part 2 section 4.				
	<u>Hardware:</u>				
	Lockset/stay device: as per manufacturer to architects approval.				
	<u>Finish:</u>				
	Powder coating (50-100µ thick interpon d25 range - anp 3057 matt dark umber grey II 259p).To apply 1050mm high frost as per architect's shopfront schedule Finish				
	<u>Glazing:</u>				
	Leaf: AGI - 6.38mm PVB clear laminate safety glass (or similar approved) to beaded glazed panels. All glass to have polished edges & comply to SABS 0400 PART N.				
	<u>Performance:</u>				

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	All windows and glass specifications to comply with standard national building regulations for glazing and AAMSA specifications.				
	Purpose made narrow style aluminium shopfront window frame - complete with moulded glazing beads as per manufacturer to architect's approval frame to receive fixed safety glass panels.				
7	Shopfront size 6630 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	2		
9	Shopfront size 4920 x 3400mm high as per Architect's project no.0269 and drawing no: 1000	No	1		
10	Shopfront size 4800 x 3400mm high as per Architect's project no.0148 and drawing no: 4001 and Shopfront type no:SF3, Ground floor	No	6		
11	Supply & Install custom made revolving door size 2020 x 2400mm high as per architect's drawing no... (entrance to digital zone)	No	1		

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	SUBTOTAL				
	<u>BILL NO.6</u>				
	<u>PLASTERING</u>				
	The Tenderer is referred to the relevant clauses in the separate document Model Preambles for Trades and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities				
	<u>SCREEDS</u>				
	<u>ScreeDs (1:3) as described on concrete:</u>				
	30mm Thick on floors and landings	m2	2		
	<u>INTERNAL PLASTER</u>				

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	<u>One coat cement plaster (1:5) as described on blockwork, brickwork or concrete on:</u>				
	On walls	m2	4		
	On narrow widths	m2	1		
	<u>EXTERNAL PLASTER</u>				
	<u>One coat cement plaster (1:5) as described on blockwork, brickwork or concrete on:</u>				
	On walls around Nedbank ATM	m2	25		

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	SUBTOTAL				

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	<u>BILL NO.7</u>				
	<u>TILING</u>				
	The Tenderer is referred to the relevant clauses in the separate document Model Preambles for Trades and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities				
	<u>FLOOR TILES</u>				
	<u>Island Grey Matt Glazed fully bonded Porcelain Floor Tile–600x600 (Suitable For High Traffic Areas, Commercial Use .GR1CIS200A) fixed with adhesive to backing (backing elsewhere measured) on</u>				
1	On floors	m2	82		
2	Skirting	m	70		
3	On narrow widths	m2	2		
4	Extra for genesis aluminium internal heavy duty corner tile protector	m	3		
5	EXTRA FOR SPECIALIST FLOOR TRANSITION STRIPS AS PER ARCHITECT POLYSULPHIDE FILLED MOVEMENT JOINTS AT MAX.3060 CTRS-mm	m	5		

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6	5mm 'Tal' hard extruded plastic tile edge trim and seal behind tiles with adhesive at horizontal, vertical or sloping external corners.	m	4		
	<u>WALL TILES</u>				
	<u>Island Grey Matt Glazed Porcelain wall Tile–350x550 (Suitable for Commercial Use .GR1CIS200A) fixed with adhesive to backing (backing elsewhere measured) on</u>				
7	On walls around ATM	m2	25		
8	On narrow widths around ATM	m2	4		
	SUBTOTAL				

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	<u>BILL NO.8</u>				
	<u>PAINTWORK</u>				
	The Tenderer is referred to the relevant clauses in the separate document Model Preambles for Trades and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities				
	<u>PAINTWORK., ETC TO PREVIOUSLY PAINTED WALL</u>				
	<u>INTERNAL PLASTER</u>				
	<u>Prepare, stop and apply 1 Coat dulux trade alkali resistant plaster primer, two coats dulux trade 100 lowsheen COLOUR [TANGERINE TWIST] REF....SCT A-A finishing coat interior paint on :</u>				
1	Walls	m2	246		
2	Around Nedbank ATM	m2	25		
3	Narrow widths	m2	3		
	<u>ON NEW RHINOBOARD CEILING BOARDS</u>				
	<u>Prepare, touch up and apply primer, one undercoat and two finishing coats approved super Acrylic PVA paint white on:</u>				
4	Ceilings and cornices	m2	152		

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5	Drywall partition	m2	116		
	<u>ON EXISTING ROLLER SHUTTER DOOR</u>				
	<u>Clean dow, etc and prepare, touch up and apply primer, one undercoat and two finishing coats approved pure acrylic emulsion paint white on</u>				
6	On metal roller shutter door	m2	72		
	SUBTOTAL				

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	<u>BILL NO.9</u>				
	<u>PROVISIONAL SUMS</u>				
	<p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades(2008Edition)and any supplementary Preambles to the Model Preambles forming part of these Bills of Quantities</p> <p>No claim arising from brevity of description of items fully described in the said Model Preambles for Trades or Supplementary Preambles to Model Preambles will be granted</p> <p>All provisional sums cover supply of material and equipment and installation .provisional sums are nett and do not include builder's discount(excluding settlement discount)and Value Added Tax but the Tenderer may allow under "Profit" items any profit he considers necessary</p>				
	All provisional sums cover supply of material and equipment and installation. Provisional sums are nett and do not include builder's discount(excluding settlement discount) and Value Added Tax but the Tenderer may allow under "Profit" items any profit he considers necessary				
	<u>ELECTRICALINSTALLATION</u>				
	Provide the amount of E80000.00 (Eighty Thousand Emalangen) for electrical installation complete	Item			80,000.00
	Add for profit on last item if required	Item			
	Allow for attendance upon workmen executing electrical installation complete	Item			

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	<u>SUPPLY AND INSTALLATION OF RECEPTION DESK ,BOARDROOM FURNITURE, ETC</u>				
	Provide the amount of E350000.00(Three Hundred and Fifty Thousand Emalangeni) for supply and installation of office furniture executed complete	Item			350,000.00
	Add for profit on last item if required	Item			
	Allow for attendance upon workmen supplying and installing office furniture complete	Item			
	<u>FIRE HOSE REEL AND EXTINGUISHERS SUPPLY AND REPLACE</u>				
	Provide the amount of E20000.00 (Twenty Thousand Emalangeni)for supply and replacement of extinguishers complete	Item			20,000.00
	Add for profit on last item if required	Item			
	Allow for attendance upon workmen executing the supply and replacement of fire extinguishers and hosereels complete	Item			
	<u>SUPPLY AND INSTALLATION OF PEDESTAL IPAD STAND</u>				
	Allow the NETT provisional amount of E35000.00 (Thirty Five Thousand Emalangeni only) for the supply and installation of pedestal ipad stand complete	Item			350,000.00

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	Add for profit on last item if required	Item			
	Allow for attendance upon workmen executing stainless steel balustrade installation complete	Item			
	SUB-TOTAL				

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	<u>FINAL SUMMARY</u>				
1.	Preliminaries – Minor Works Contract				
2.	ALTERATION				
3.	MASONRY				
4.	CEILINGS,PARTITIONS AND ACCESS FLOORING				
5.	METALWORK				
6.	PLASTERING				
7.	TILING				
8.	PAINTWORK				
9.	PROVISIONAL AMOUNTS				
	<i>SUB TOTAL</i>				
	ADD: Contingencies amounting to E 100,000.00 (Hundred thousand emalangeneni only) to be used as directed by the Principal Agent or deducted in whole or in part if not required				100,000.00
	<i>SUB TOTAL</i>				

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	ADD: Construction levy @ 1.0% (comma six percent) of the above sub total and remit to CIC as required				
	<i>SUB TOTAL</i>				
	ADD: Value Added Tax 15% (fifteen percent) of the above sub total and remit to Eswatini Revenue Services as required				
	<i>TOTAL PROJECT COST INCLUDING VAT</i>				

Signature of Tenderer _____ Date _____

Company stamp



ANNEXURES

Annexure A - Construction Guarantee

Annexure B - Payment Guarantee

Annexure C - Waiver of Contractor's Lien

Annexure D - Advance Payment Guarantee

Annexure E - Application for Payment in Respect of Unfixed Materials

Annexure F - Application for Payment in Respect of Unfixed Materials Off Site

Annexure G - Transfer of Ownership of Materials Stored Off Site

Annexure H - Form of Indemnity by Contractor Undertaking Design Responsibility

Annexure I - Form of Indemnity by Selected/Nominated Subcontractor Undertaking Design Responsibility

Annexure J - List of Equipment in Specialist Work / Imported Materials to be excluded from the Value of Work subject to adjustment in terms of the CPAP

Annexure K - Declaration of Insurance

Annexure L - Insurance Claims Procedure

Annexure M - IEE/CMP

Annexure N – Drawings

Annexure O - Soil Investigation Report

Annexure P - Site Inspection Certificate

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ANNEXURE A – CONSTRUCTION GUARANTEE

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CONSTRUCTION GUARANTEE

(JBCC Series 2000 Code 2122 August 2007)

(Refer to Clause 14.0 of the JBCC Edition 5.0 Code 2101 July 2007 Principal Building Agreement)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor’s signatory 1 Capacity

Guarantor’s signatory 2 Capacity

Employer means

Contractor means

Principal Agent means

.....

Works means

..... Site means

.....

Agreement means THE JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT

Contract Sum means: The accepted amount inclusive of tax of
Amount in words.....

E

.....
.....

Guaranteed Sum means: The maximum aggregate amount of

E

Amount in
words.....

.....

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Construction Guarantee
(Insert Variable or Fixed)

(insert expiry date)

AGREEMENT DETAILS

Sections: Last section
Total Sections (No or N/A) (No / Identification or N/A)

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate, Practical Completion Certificate/s and Final Completion Certificate/s

1.0 VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected, this 1.0 together with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows :

GUARANTOR'S LIABILITY

PERIOD OF LIABILITY

1.1.1 Maximum guaranteed sum (not exceeding 10.0% of the contract sum) in the amount of:

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

E

Amount in words..... in

1.1.2 Reducing to the guaranteed sum (not exceeding 6.0% of the contract sum) in the amount of :

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion or last practical completion certificate where there are sections

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E

Amount in
words.....

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% From and including the day after the date of the last certificate of practical completion and up to and including the date of the certificate of final completion) in the amount of :

E

Amount in
words.....

1.1.4 Reducing to the guaranteed sum (not exceeding 2.0% of the contract sum) in the amount of : From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified

E

Amount in
words.....

1.2 For avoidance of doubt, the Guarantor’s liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question



2.0 FIXED CONSTRUCTION GUARANTEE

2.1 Where a fixed construction guarantee in terms of the Agreement has been selected, this Clause 2.0 with Clauses 3.0 to 13.0 below shall apply. The Guarantor's liability shall be limited to the amount of the guaranteed sum as follows :

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of: From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion or last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire

E

Amount in words.....
.....
.....

3.0 The Guarantor hereby acknowledges that :

3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship

3.2 Its obligation under this Guarantee is restricted to the payment of money

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3 :

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor



- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that :
- 5.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 7.0 Where the Guarantor is a registered insurer in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection Herewith
- 11.0 This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired
- 12.0 This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order

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13.0 Where this Construction Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness Witness

Guarantor's seal or stamp



ANNEXURE B – PAYMENT GUARANTEE

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PAYMENT GUARANTEE

(JBCC Series 2000 Code 2124 August 2007)
(provided by the Employer to the Contractor pursuant upon the Contractor waiving his lien in terms of
Clause 3.3 of JBCC Edition 5.0 Code 2101 July 2007 Principal Building Agreement)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

.....

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 2 Capacity

Employer means

Contractor means

Principal Agent means

Works means

Site means

Agreement means THE JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT

Contract Sum means : The accepted amount inclusive of tax of E

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Amount in words

.....
.....
.....

Guaranteed Sum means : The maximum aggregate amount of
Amount in words

.....
.....
.....

Guarantee expiry date means

AGREEMENT DETAILS

Principal Agent issues: Payment certificate, Final certificate

- 1.0 The Guarantor hereby acknowledges that :
 - 1.1 Any reference in this Payment Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship
 - 1.2 Its obligation under this Payment Guarantee is restricted to the payment of money
- 2.0 Subject to the Guarantor’s maximum liability in terms of the Guaranteed Sum, the Guarantor hereby undertakes to pay the Contractor the sum certified upon receipt of the documents identified in 2.1 to 2.3 :
 - 2.1 A copy of a first written demand issued by the Contractor to the Employer stating that payment of a sum certified by the Principal Agent has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Contractor intends to call upon the Guarantor to make payment in terms of 2.2

2.2 A first written demand issued by the Contractor to the Guarantor at the Guarantor's physical address with a copy to the Employer stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 2.1 and that the sum certified has still not been paid therefore the Contractor calls up this Payment Guarantee and demands payment of the sum certified from the Guarantor

2.3 A copy of the payment certificate which entitles the Contractor to receive payment in terms of the Agreement of the sum certified in 2.0

3.0 Subject to the Guarantor's maximum liability in terms of the Guaranteed Sum, the Guarantor hereby undertakes to pay the Contractor the demanded sum upon receipt of the documents identified in 3.1 and 3.2 :

3.1 A copy of a first written demand issued by the Contractor to the Employer stating that the Contractor demands the issue of a payment certificate and failing such issue within seven (7) calendar days, the Contractor intends to call upon the Guarantor to make payment in terms of 3.2 of the demanded sum as set out in the demand

3.2 A first written demand issued by the Contractor to the Guarantor at the Guarantor's physical address with a copy to the Employer stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 3.1 and that a payment certificate has still not been issued therefore the Contractor calls up this Payment Guarantee and demands payment of the demanded sum from the Guarantor.

4.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.0 and 3.0 shall not exceed the Guarantee Sum

5.0 Where the Guarantor is a registered insurer and has made payment in terms of 3.0, the Contractor shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Payment Guarantee shall bear interest at the prime overdraft rate of the Contractor's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Contractor until the date of refund

6.0 Payment by the Guarantor in terms of 2.0 or 3.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

7.0 The Contractor shall have the absolute right to arrange his affairs with the Employer in any manner which he deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor.

8.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

9.0 This Payment Guarantee is neither negotiable nor transferable and shall expire upon payment of the final payment certificate in terms of the Agreement or on payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after

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no claims will be considered by the Guarantor. The original of this Payment Guarantee shall be returned to the Guarantor after it has expired

10.0 This Payment Guarantee, with the required demand notices in terms of 2.0 or 3.0, shall be regarded as a liquid document for the purpose of obtaining a court order

11.0 Where this Payment Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's court.

Signed at..... Date

Guarantor's Signatory 1..... Guarantor's Signatory 2

Witness Witness

Guarantor's seal or stamp

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ANNEXURE C – WAIVER OF CONTRACTORS LIEN

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WAIVER OF CONTRACTOR’S LIEN

(JBCC Series 2000 Code 2121 August 2007)
(refer to Clause 3.3 of the JBCC Edition 5.0 Code 2101 July 2007 Principal Building Agreement)

DEFINITIONS

Contractor
.....

Employer
.....

Agreement THE JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT

Works
(description)

Site
(property title deed description)

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement.

Thus done and signed at on
.....

Name of signatory Capacity of authorised signatory
.....

As witness for and on behalf of the tenderer who by signature hereof warrants authorisation hereto
.....



ANNEXURE D - ADVANCE PAYMENT GUARANTEE

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ADVANCE PAYMENT GUARANTEE

(JBCC Series 2000 Code 2126 August 2007)
(Refer to Clauses 14.5 and 31.6.5 of the JBCC Edition 5.0 Code 2101 July 2007 Principal Building Agreement)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor’s signatory 1 Capacity

Guarantor’s signatory 2 Capacity

Employer means

Recipient means

(Contractor or N/S Subcontractor)

Principal Agent means

Works means

Site means

Agreement means 1) JBCC Principal Building Agreement (insert 1 or 2)

2) JBCC Nominated / Selected Subcontract Agreement

Guaranteed Advance Payment Sum means

Amount in words

.....
.....
.....

Guarantee expiry date means

AGREEMENT DETAILS

Principal Agent issues: Payment Certificate, Recovery Statement

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1.0 ADVANCE PAYMENT GUARANTEE

1.1 The particulars of the recoupment of the Guaranteed Advance Payment Sum are set out in the following schedule:

Recoupment period (no. of months)	
Recoupment period commencement (start month)	
Monthly recoupment (amount)	

Note: Where the recoupment amounts and/or periods are irregular a schedule of recoupment amounts and dates is to be attached

1.2 The Guarantor's liability shall be limited to the outstanding diminishing amounts of the Guaranteed Advance Payment Sum as follows:

1.2.1 The Guaranteed Advance Payment Sum on receipt thereof by the recipient

1.2.2 The full outstanding balance after the deduction of each recoupment made in terms of the monthly payment certificate as stated in 1.1

1.2.3 After the deduction of the last scheduled recoupment payment or on settlement of the full outstanding balance this Advance Payment Guarantee shall expire

2.0 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship

2.2 Its obligation under this Guarantee is restricted to the payment of money

3.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.1 to 3.3

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- 3.1 A copy of a first written demand issued by the Employer to the Recipient stating that payment of a sum certified by the Principal Agent has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Recipient stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 2.1 and that the sum certified has still not been paid therefore the Employer calls up this Advance Payment Guarantee and demands payment of the sum certified from the Guarantor
 - 3.3 A copy of the recovery statement and payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 3.0
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor undertakes to pay the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee stating that :
- 4.1 The Agreement has been cancelled due to the Recipient's default and that the Advance Payment Guarantee is called up in terms of 4.0. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Recipient and that the Advance Payment Guarantee is called up in terms of 4.0. The demand shall enclose a copy of the court order
- 5.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.0 and 4.0 shall not exceed the Guarantor's maximum liability in terms of 1.0.
- 6.0 Payment by the Guarantor in terms of 3.0 or 4.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 7.0 The Employer shall have the absolute right to arrange his affairs with the Recipient in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 8.0 The Guarantor chooses the physical address as stated above for all purposes in connection Herewith

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9.0 This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of payment of the full outstanding balance or payment in full of the Guaranteed Advance Payment Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Advance Payment Guarantee shall be returned to the Guarantor after it has expired.

10.0 This Advance Payment Guarantee, with the required demand notices in terms of 3.0 or 4.0, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Witness Witness

Guarantor's seal or stamp



ANNEXURE E – UNFIXED MATERIALS

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APPLICATION FOR PAYMENT IN RESPECT OF UNFIXED MATERIALS

(refer to Clause A31 of the Preliminaries)

Project

.....

Applicant

.....

(Contractor / Subcontractor / Supplier)

Principal Contractor

.....

Employer

.....

I/ We, hereby apply for payment in respect of unfixed materials and goods to the value of

Ein words (.....

.....) all as scheduled below.

I/We certify that these materials have been supplied without any suspensive condition and are my / our bona fide property, ownership of which has passed to me/us according to Law.

Schedule of materials and goods attached to application for payment in respect of unfixed materials:

DESCRIPTION	WORK GROUP	QTY	RATE	AMOUNT
SUB-TOTAL				E
VALUE ADDED TAX (15 %)				

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				E

Signature of Applicant Date.....

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ANNEXURE F – UNFIXED MATERIALS OFF SITE

Millennium Projects Unit

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GUARANTEE IN FAVOUR OF EMPLOYER IN RESPECT OF UNFIXED MATERIALS

(Refer to Clause A30.4.4 of the Preliminaries section hereof).

GRANTED BY :
(hereinafter referred to as GUARANTOR)

represented by :and

in our capacities as :

by virtue of a resolution of

the board of Directors of :

dated :

Acting for and behalf of :
.....

WHEREAS(hereinafter referred to as the EMPLOYER) on theentered into a building contract with(hereinafter referred to as the CONTRACTOR) for the erection of(hereinafter referred to as the WORKS)

AND WHEREAS the EMPLOYER has been requested to make a payment of
E

.....
.....

for material and goods as described in “Application for Payment in respect of Unfixed Materials ANNEXUE “B” attached in terms of the contract before such materials and goods have been built into the WORKS;

THEREFORE, the GUARANTOR undertakes as follows:

1. The GUARANTOR indemnifies the EMPLOYER against any loss or damage directly or indirectly suffered by the EMPLOYER to the CONTRACTOR in respect of any unfixed materials or goods for the purposes of the WORKS in Accordance with the CONTRACTOR’S obligations in terms of the building contract, provided that the



GUARANTOR'S liability in terms hereof shall be limited to the amount so paid in respect of such unfixed materials.

2. A certificate by the Architect shall be sufficient and conclusive proof of the quantum of the damage suffered by the EMPLOYER.
3. Subject to any right of redress that he may have against the CONTRACTOR, the GUARANTOR shall be obliged, against presentation of the certificate referred to in the preceding clause, to make direct payment to the EMPLOYER of the amount reflected in such Architect's Certificate, and the EMPLOYER shall not be obliged, Annexure "F" F1 before presentation of the certificate, first to exhaust any remedies that he may have against the CONTRACTOR.
4. Any right redress that the GUARANTOR may have against the CONTRACTOR after payment by the GUARANTOR to the EMPLOYER, shall be exercised by the GUARANTOR only after completion or determination of the contract.
5. No indulgence or extension of time granted to the CONTRACTOR shall prejudice the EMPLOYER'S rights in terms hereof.
6. This indemnity shall irrevocably remain in force until the building into the WORKS of all goods and materials covered in terms of this guarantee has been affected. The EMPLOYER shall, however, upon request of the CONTRACTOR, be obliged to consent to a reduction in the amount of the indemnity to a figure not less than the total value of materials and goods previously included for payment in an Architect's Certificate, less the value of materials and goods subsequently, in the judgement of the Architect, finally and property built into the Works.

SIGNED ATon thisday of20....

GUARANTOR :

WITNESS:

1. 1.

2. 2.

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ANNEXURE G – TRANSFER OF MATERIALS

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TRANSFER OF OWNERSHIP OF MATERIALS STORED OFF SITE

(refer to Clause A30.4.6 of the Preliminaries section hereof).

TRANSFER OF OWNERSHIP OF MATERIALS STORED OFF SITE

(as recommended by the Joint Building Contracts Committee - June 1991 Edition)

PROJECT :
.....

SUPPLIER/SUB-CONTRACTOR/CONTRACTOR
:.....

SUB-CONTRACTOR/CONTRACTOR/EMPLOYER :
.....

CONTRACT DATE :

FILE REFERENCE :

AGREEMENT FOR TRANSFER OF OWNERSHIP OF MATERIALS STORED OFF SITE

The purpose of this agreement is to clarify the respective rights of ownership of the parties to materials and/or goods. Such materials and/or goods will be owned by the transferor, but such ownership of the materials and/or goods is intended to be transferred to the transferee, and possibly transferred onward by the transferee. The transferor, who has agreed to extend credit to the transferee, wishes to store the materials and/or goods at premises off site and to claim payment.

1.0 DEFINITIONS

1.1 The Project

1.2 Supplier/Sub-Contractor/Contractor
.....
("The Transferor")
of (address)
.....
.....

1.3 Sub-Contractor/Contractor/Employer
.....
("The Transferee")
of (address)
.....



.....
1.4 Contract dateFile reference

1.5 Description of materials and/or goods
.....
.....

1.6 Premises for storage of materials and/or goods.....

2.0 AGREEMENT

2.1 The transferor shall transfer ownership to the transferee in the materials and/or goods by appropriating same to the transferee. Such appropriation shall take place by:

2.1.1 Storing them at the premises; and

2.1.2 Storing them aside and marking them being the property of the transferee ;
and

2.1.3 Recording in the marking the date of completion of these procedures which shall be the date of transfer and delivery.

2.2 The transferee accepts delivery and transfer of ownership in the manner described in clause 2.1 above.

2.3 The transferor must, at the cost of the transferor, thereafter continue to hold the materials and/or goods as agent for the transferee until the transferee decides otherwise.

2.4 After completion if transfer as provided in clause 2.1 the transferee is entitled to pass ownership in the materials and/or goods to any other person or body entitled thereto under the provisions of the contract or sub-contract document relevant to the project. Immediately upon the transferee notifying the transferor in writing that it has so passed ownership, the transferor shall continue to hold the materials and/or goods at the disposal of and as agent for the new owner. Provided that such transfer of ownership is in accordance with the contracts and sub-contracts relating to the project, the transferor is not required to enquire into the right of the transferee to pass ownership or into the validity of such purported transfer of ownership.

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2.5 The parties include a document under which the landlord of the premises waives any hypothec which the landlord may have over such materials and/or goods stored upon the premises.

Thus done and signed at..... on.....20

.....
As Witness For and on behalf of the Transferor who by his
signature warrants that he is authorised hereto.

Thus done and signed at on20

.....
As Witness For and on behalf of the Transferor who by his
signature warrants that he is authorised hereto.

WAIVER OF HYPOTEC

The Landlord,

of

.....
being the landlord in respect of the premises situated at
.....
.....and leased to

.....
hereby agrees that the materials and/or goods stored upon the above premises for the account
of

OR

.....
shall not be subject to any hypothec which the landlord may either now or in future have over
such materials and or goods

Thus done and signed at on 20



as Witness

For and on behalf of the Landlord who by his
warrants that he is authorised hereto

signature

REVENUE STAMP

NOTES ON COMPLETING THIS AGREEMENT

1. This agreement applies between the parties who sign the agreement. The description of the parties not signing the agreement must be deleted from the definitions.
2. Where this agreement is between a sub-contractor and the contractor, it is recommended that a further agreement be signed if it is envisaged that the same conditions will apply as between the contractor and the employer.
3. It is essential that the Waiver of Hypothec above be signed by the landlord, as failure to do so may result in the landlord retaining real rights over the materials and/or goods in question.

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ANNEXURE H – INDEMNITY BY CONTRACTOR

-132-

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FORM OF INDEMNITY BY CONTRACTOR

(refer to Clause A4 of the Preliminaries section hereof).

TO: EMPLOYER :

PROJECT :

CONTRACTOR (PRINCIPAL) :

We, (Contractor)
hereby indemnity and hold free:

- the Architect :
- and the Employer :

from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, manufacturing and erection of the work to the extent undertaken by us.

Signed at on this Day of 20.....

Selected/Nominated Sub-Contractor

As Witness As Witness

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ANNEXURE I – INDEMNITY BY SUB- CONTRACTOR

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FORM OF INDEMNITY BY SELECTED/NOMINATED SUBCONTRACTOR

(refer to Clause A4 of the Preliminaries section hereof).

TO: EMPLOYER :

.....

PROJECT :

.....

CONTRACTOR (PRINCIPAL) :

.....

SELECTED/NOMINATED SUB-CONTRACTOR :

.....

DESCRIPTION OF SUB-CONTRACT WORKS :

We, (Selected / Nominated sub-Contractor)
hereby indemnify and hold free:

the Architect :

.....

and Contractor (principal) :

.....

from responsibility for any claim or proceeding whatsoever due to fault in the design,
detailing, calculations, manufacturing and erection of the work to the extent undertaken by
us.

Signed at on this Day of 20

Selected/Nominated Sub-Contractor

As Witness As Witness

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ANNEXURE J – LIST OF EQUIPMENT

N/A

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ANNEXURE K – DECLARATION OF INSURANCE

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DECLARATION OF INSURANCE

PROJECT :

EMPLOYER :

CONTRACTOR :

INSURANCE EFFECTED BY (*) :

I, We, hereby declare that the applicable Insurance Policies below have been effected by me/us in accordance with the Principal Building Agreement.

Cover Effected Construction n Risk	Preliminaries 1. Clause No	Insurer	Policy No	Expiry Date
Assurance	A38.4.1	.....	.....	.....
	
2. Special Risks				
(Political Riot)	A38.4.2	.....	.....	.....
	
3. Public Liability	A38.4.3	.....	.....	.....
	
4. Support (Lateral or otherwise)	A38.4.4	.....	.....	.....
	
5. Workmen's Compensation		.....	.....	.....
	



6. Plant "All Risks"

7. Motor Liability

8. Professional Indemnity

Copies of the Insurers confirmation of current cover are attached.

Signature of Party Responsible

Effecting Insurance

For And On Behalf Of

Official Capacity

Date

(*) Insert name of party responsible for effecting insurance

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ANNEXURE L – INSURANCE CLAIMS PROCEDURE

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INSURANCE CLAIMS PROCEDURE

(refer to Clause C3.2 of the Preliminaries hereof)

- 1.0 All incidents of loss, damage or liability must, within 24 hours if practicable, be advised, telephonically or by facsimile, to the appointed insurance brokers. A claim reference number will be allocated, which must be used in all correspondence and communications thereafter.
- 2.0 Immediately advise the principal agent.
- 3.0 Immediately carry out repairs for safety reasons which are necessary to or minimise further loss or damage.
- 4.0 Do not destroy, remove or sell damaged property, as insurer's representatives must inspect such damaged property.
- 5.0 Keep all records pertaining to cost of materials, including invoices on labour, site supervision, loading and unloading and other fees relating to expediting costs and overtime rates of pay.
- 6.0 All incidents of burglary or theft must be reported to the South African Police and to the principal agent.
- 7.0 The initial claims advice (1.0 above) to be followed up, as soon as practicable, by the submission of a fully completed Claim Advice Form (refer hereinafter)
- 8.0 The insurers may appoint an assessor to investigate the insurance claim. In the event that assessors investigate, all reasonable assistance should be given to them, but information provided to them must be confined to :-
 - the basic cause of the incident if known. If the cause is not known, opinions as to the cause should be avoided, as they may confuse the real issues
 - details of the remedial work likely to be necessary

Note : It is essential that no discussions regarding cost of repair, reinstatement and liability take place, other than as arranged by the appointed insurance brokers or insurers representatives.

- 9.0 No evidence is to be removed or destroyed, except where necessary to prevent further damage. All such evidence must be suitably protected so as to afford insurers the opportunity of examining it, particularly in the case of plant and equipment.

Should immediate remedial measures be required, a photographic record of damage must be kept.

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10.0 No admission of liability is to be offered and no discussion as to the validity of any claim is to take place.

11.0 It is imperative that priority be given to quantifying rectification and / or replacement costs relating to loss or damage as soon as possible after the occurrence of an incident.

Delays in this regard often lead to further problems and must be avoided as far as possible.

12.0 Accurate separate records of all direct and indirect costs relating to repair and / or rectification works must be kept.

WORKS RISK AND PUBLIC LIABILITY INSURANCE

CLAIMS ADVICE FORM

1.0 Claim reference number

2.0 Date of occurrence

3.0 Date of communication

4.0 Details of occurrence

.....
.....
.....
.....

5.0 Description of property damaged / persons injured

.....
.....
.....
.....

6.0 Location of occurrence :

6.1 On site

6.2 Elsewhere (please specify)

.....

7.0 Estimated cost of rectifying or replacing loss or damage (works claims only):

E.....

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8.0 Damaged property can be inspected at :

.....
.....

9.0 Name of person to contact

Telephone or cell number

Telefax number

Physical address

10.0 Name of employer's subcontractors involved, if applicable :

.....
.....
.....

11.0 Date awarded and number of contract:

12.0 Value of contract at award

13.0 Police reference number, station and date reported :

.....

SIGNED

.....

NAME

.....

POSITION

.....

DATE

.....

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ANNEXURE M – INITIAL ENVIRONMENTAL VALUATION (IEE) /COMPREHENSIVE MITIGATION PLAN (CMP)

N/A

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ANNEXURE N – DRAWINGS

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ANNEXURE O - SOIL INVESTIGATION REPORT

N/A

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ANNEXURE P - SITE INSPECTION CERTIFICATE

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