

ANNEXURE B
PRELIMINARIES

Item No		Quantity	Rate	Amount
	<p style="text-align: center;"><u>ANNEXURE B</u></p> <p style="text-align: center;"><u>PRELIMINARIES</u></p> <p><u>PRINCIPAL BUILDING AGREEMENT</u></p> <p>The agreement shall be the Principal Building Agreement prepared and published by the Joint Building Contracts Committee: Edition 6.2 Code 2101, May 2018. (The JBCC® Principal Building Agreement).</p> <p><u>PRELIMINARIES</u></p> <p>The preliminaries shall be the JBCC General Preliminaries (JBCC Edition 6.2 May 2018) published by the JBCC for use with the said JBCC® Principal Building Agreement.</p> <p><u>FULL INTENT AND MEANING OF CLAUSES</u></p> <p>Tenderers shall be deemed to have referred to the aforementioned documents for the full intent and meaning of each clause. These clauses are hereinafter referred to by the heading and clause number only.</p> <p>Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as are necessary are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence, notwithstanding anything to the contrary contained in the above mentioned documents.</p> <p>Where an item is not relevant to this specific contract, such item is marked "NA" signifying "Not applicable".</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.</p> <p>Supplementary preambles are incorporated in these Bills of Quantities where necessary to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.</p> <p>The contractor's prices for all items throughout these Bills of Quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.</p>			
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PRICING OF CLAUSES

Tenderers shall allow opposite each clause for any cost involved with complying with such clause. Any clauses left unpriced shall be deemed to be covered by rates and prices elsewhere incorporated throughout these **bills of quantities**.

PAYMENT CATEGORIES

Should "Option A" in terms of subclause D4.0 of the **Contract Data** be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "**F**", "**V**" or "**T**", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows :

- "F" - Fixed amount, which shall not be varied
- "V" - An amount which shall be varied in proportion to the contract value shall be varied in proportion to the **contract value**
- "T" - An amount which shall be varied in proportion to the **construction period**.

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SECTION A : JBCC PRINCIPAL BUILDING AGREEMENT

INTERPRETATION

A	Definitions and Interpretation.	Clause 1.0	Item
B	Law, Regulations and Notices.		
	Clause 2.4 is hereby amended to the following:		
	" Legal notices given in terms of this agreement shall be deemed to have been received where:"		
	Clause 2.4.2 is hereby deleted in it's entirety.		
	Clause 2.4.3 is hereby deleted in it's entirety		
2.5	Without limiting the generality of the provisions of clause 2.1 of the agreement , the contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works . The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications.	Clause 2.0	Item
C	Offer and Acceptance.	Clause 3.0	Item
D	Cession and Assignment.	Clause 4.0	Item
E	Documents.	Clause 5.0	Item
F	Employer's Agents.		

Agent 1: Rennie Scurr Adendorff Architects Architect

Tel: 021-423 0328
Email: cape@archrsa.com

Agent 2: Bernard James and Partners Inc. Quantity Surveyors

Tel: 021-461 8707
Email: mishal1@bjpsa.co.za

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Agent 3: JGP and Associates
Electrical Consultant

Tel: 021-914 6385

Email: jgp@jgpgroup.co.za

Clause 6.0 Item

A Design Responsibility.

Clause 7.0 Item

INSURANCE AND SECURITY

B Work Risk.

Clause 8.0 Item

C Indemnities.

Clause 9.0 Item

D Insurances.

Contract Works Insurance:

To be effected by the Contractor : **The Contract Sum + 20%**

Public Liability Insurance:

To be effected by : **The Contractor**

For the sum of : **R12 million**

With a deductible of: **NIL**

Clause 10.0 Item

E Securities

Clause 11.0 Item

EXECUTION

A Obligations of the Parties.

The following shall be added to subclause 12.1.2:

Working hours : Monday to Friday between 07h00 - 17h00 daily

Saturday between 07h00 - 15h00 by prior arrangement

No work permitted on Sundays nor on Public Holidays

The following shall be added to subclause 12.1.4:

The contractor must appoint a supervisor or manager
who is made known to SAAO Staff.

Th contractor and staff will be restricted to moving
within a defined region of the site as indicated in
Drawing C0005 Rev 0 Site Estalbishment Plan.

Clause 12.0 Item

B Setting Out.

Clause 13.0 Item

C Nominated Subcontractors.

Clause 14.0 Item

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A	Selected Subcontractors.	Clause 15.0	Item		
B	Direct Contractors.	Clause 16.0	Item		
C	Contract Instructions.	Clause 17.0	Item		
<u>COMPLETION</u>					
D	Interim Completion	Clause 18.0	Item		
A	Practical completion : 7 Months	Clause 19.0	Item		
B	Completion in Sections.	Clause 20.0	Item		
C	Defects Liability Period and Final Completion.	Clause 21.0	Item		
D	Latent Defects Liability Period.	Clause 22.0	Item		
E	Revision of the date for practical completion .	Clause 23.0	Item		
F	Penalty for Late or Non-Completion : R1,500 per calendar day	Clause 24.0	Item		
<u>PAYMENT</u>					
A	Payment. Clause 25 is amended to read that the Employer shall pay the contractor the amount certified in the interim payment certificate within 14 (fourteen) calendar days of the date of issue of the payment certificate.	Clause 25.0	Item		
B	Adjustment of the Contract Value and Final Account. All fluctuations in cost with an exception of fluctuation in the rate of Value Added Tax (VAT) shall be for the account of the contractor.	Clause 26.0	Item		
C	Recovery of Expense and/or Loss.	Clause 27.0	Item		
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SUSPENSION AND TERMINATION

D	Suspension by the Contractor.	Clause 28.0	Item
E	Termination.	Clause 29.0	Item

DISPUTE RESOLUTION

A	Dispute Resolution.	Clause 30.0	Item
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SECTION B: JBCC GENERAL PRELIMINARIES

1.0 DEFINITIONS AND INTERPRETATION

A	Definitions.	Clause 1.1	Item
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B	Interpretation.	Clause 1.2	Item
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2.0 DOCUMENTS

C	Checking of documents.	Clause 2.1	Item
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D	Provisional bills of quantities.	Clause 2.2	Item
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Availability of construction documentation.

E	The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected subcontractors during the construction period .	Clause 2.3	Item
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F	Ordering of materials and good.	Clause 2.4	Item
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3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

G	Previous work - dimensional accuracy.	Clause 3.1	Item
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H	Previous work - defects .	Clause 3.2	Item
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A	Inspection of adjoining properties.	Clause 3.3	Item
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4.0 THE SITE

B	Handover of site in stages.	Clause 4.1	Item
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C	Enclosure of the works.	Clause 4.2	Item
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D	Geotechnical and other investigations.	Clause 4.3	Item
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E	Enroachments.	Clause 4.4	Item
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F	Existing premises occupied.	Clause 4.5	Item		
G	Services - known.	Clause 4.6	Item		
H	Management of the works.	Clause 5.1	Item		
	5.0 <u>MANAGEMENT OF THE CONTRACT</u>				
J	Progress meetings.	Clause 5.2	Item		
K	Technical meetings.	Clause 5.3	Item		
	6.0 <u>SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u>				
A	Samples of materials. Clause 6.1 is hereby amended by the addition of the following: The principal agent may reject any materials or colours not corresponding with the approved samples. The approved samples shall be kept on site until completion of the works . Should any materials or items specified prove to be either unavailable, in poor supply or likely to cause delay to the works , the contractor shall notify the principal agent in sufficient time for suitable alternatives to be considered. Any claims for delays resulting from the contractor not conforming with the terms of this clause will not be entertained or allowed.	Clause 6.1	Item		
B	Workmanship samples.	Clause 6.2	Item		
A	Shop drawings	Clause 6.3	Item		
B	Compliance with manufacturers' instructions.	Clause 6.4	Item		
	7.0 <u>DEPOSITS AND FEES</u>				
C	Deposits and fees.	Clause 7.1	Item		
	8.0 <u>TEMPORARY SERVICES</u>				
D	Water : OPTION 1	Clause 8.1	Item		
E	Electricity : OPTION C	Clause 8.2	Item		
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A	Telecommunication facilities.	Clause 8.3	Item		
B	Ablution facilities : OPTION A	Clause 8.4	Item		
C	9.0 <u>PRIME COST AMOUNTS</u>				
	Responsibility for prime cost amounts.	Clause 9.1	Item		
	10.0 <u>ATTENDANCE ON N/S SUBCONTRACTORS</u>				
D	General attendance.	Clause 10.1	Item		
E	Special attendance.	Clause 10.2	Item		
	11.0 <u>GENERAL</u>				
F	Protection of the works .	Clause 11.1	Item		
G	Protection/isolation of existing works and works occupied in sections.	Clause 11.2	Item		
H	Security of the works .				
	SAAO is situated in a secured fenced campus and 24 hour access control is in place. The successful contractor will be responsible for securing materials on site.	Clause 11.3	Item		
J	Notice before covering work.	Clause 11.4	Item		
A	Disturbance.	Clause 11.5	Item		
B	Environmental disturbance.				
	SAAO site is considered a sensitive site with special requirements to the environment and heritage.				
	The SAAO will appoint an independent Archaeologist and Herpetologist consultants to monitor the activities of the contractor.				
	The contractor must co-operate with aforementioned consultants.	Clause 11.6	Item		
C	Works cleaning and clearing.	Clause 11.7	Item		
D	Vermin.	Clause 11.8	Item		
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E	Overhand work.	Clause 11.9	Item	
F	Tenant installations.	Clause 11.10	Item	
G	Advertising.	Clause 11.11	Item	
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SECTION C : SPECIFIC PRELIMINARIES

SUPPLEMENTARY DOCUMENTATION

A Site instructions.

Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be maintained on site by the **contractor**.

Item

MATERIALS AND WORKMANSHIP

Warranties for materials and workmanship

B The **contractor** shall obtain written warranties where called for, addressed to the **employer**, from the firms supplying the materials or doing the work and deliver such guarantees to the **principal agent** on the certified completion of the **contract**.

C The warranties shall state that workmanship, materials and installation are guaranteed for a specified period reckoned from the date of certified 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 firm doing the work upon written notice from the **principal agent** or the **employer** to do so.

Item

FINANCIAL ASPECTS

Overtime

D The additional costs of overtime work shall not be for the **employer's** account except when prior written agreement thereto is given by the principal agent.

Item

GENERAL

Agreement

E The contractor will allow for all costs deemed to be incurred in the fulfilment of all contractual obligations as stated in the JBCC Principal Building Agreement Contract Data.

Item

Contractor to be responsible

F 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 therefore be solely responsible for all aspects of the construction of the works including but not limited to management, resourcing, programming, co-ordination, etc. all as required for the type of project described within the time limits and quality standards specified.

Item

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	<u>Unauthorised persons on site</u>			
G	<p>The contractor shall at all times strictly exclude all unauthorised persons from the works. No workmen are to be allowed to sleep on the premises.</p>	Item		
	<u>Use of site</u>			
H	<p>The contractor shall not use the site for any purposes other than carrying out the works.</p>	Item		
I	<p><u>Interpretation of drawings, specifications and bills of quantities</u></p> <p>Should any part or parts of the drawings, specifications or bills of quantities not be clearly intelligible to the contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the contractor must obtain from the principle agent the necessary information to clarify such drawings, specifications, bills of quantities or instructions which request shall be in writing.</p> <p>The contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the drawings, specification, bills of quantities or instructions.</p>	Item		
	<u>City by-laws</u>			
J	<p>The contractor to allow for complying to all city bylaws including, but not limited to:</p> <ul style="list-style-type: none"> - National Environmental Management: Biodiversity Act 10 of 2004 (as amended) - The National Environmental Management Act, Act 107 of 1998 (NEMA) (as amended) - National Water Act, 1998 (Act No. 36 of 1998) (as amended) - National Heritage Resources Act, Act 25 of 1999 (as amended) - The National Environmental Management: Waste Act 59 Of 2008 - National Waste Management Strategy (2011) - The Western Cape Provincial Spatial Development Framework (2012) - The City of Cape Town (CoCT) Solar Water Heating By-law - The CoCT Air Quality Management By-law - The CoCT Dumping and Littering By-law - The CoCT Electricity Supply By-law - The CoCT Environmental Health By-law - The CoCT Integrated Waste Management By-law - The CoCT Stormwater By-law - The CoCT Wastewater By-law 			
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	<ul style="list-style-type: none"> - The CoCT Waste By-law - Relevant SANS codes - ISO 14001 Environmental Management System (EMS) - Any other Relevant guidelines, permit requirements and/or legislation 	Item		
K	<p><u>Copyright</u></p> <p>The ownership of the copyright in and to: all drawings, specifications, models and documents of any nature delivered to the contractor or produced by or on behalf of the contractor in connection with the works; and, the artistic character and/or artistic design of the works, shall remain vested in and/or is hereby assigned to the employer by the contractor.</p> <p><u>Co-ordination</u></p>	Item		
L	<p>The contractor shall be solely responsible for the coordination of all subcontracts, whether nominated or otherwise, into the general programme of work. He shall be required to convene meetings with subcontractors and suppliers as and when required for this purpose and must keep under constant review his own and all sub-contract labour force and supply of materials and equipment in order to adhere to the building programme.</p> <p>The contractor is to submit a schedule of information required to all parties concerned, giving dates upon which such information and details are required on site.</p> <p>Timeous advance notice is to be given by the contractor of information or drawings which are required on site.</p>	Item		
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SUMMARY OF CATEGORIES

Category "F": Fixed R_____

Category "V": Value R_____

Category "T": Time R_____

Item

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BILL NO. 1
PRELIMINARIES
COLLECTION

Total of page number	2
Ditto	3
Ditto	4
Ditto	5
Ditto	6
Ditto	7
Ditto	8
Ditto	9
Ditto	10
Ditto	11
Ditto	12
Ditto	13
Ditto	14
Ditto	15

TOTAL AMOUNT OF PRELIMINARIES
CARRIED TO FINAL SUMMARY