

20 A20 NOMINATED SUB-CONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

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

Fixed: _____ Value: _____
Time: _____

Item

21 A21 SELECTED SUBCONTRACTORS

Clause 21.0

Clause 21 is amended by replacing it with:

No Clause

Fixed: _____ Value: _____
Time: _____

Item

22 A22 EMPLOYER'S DIRECT CONTRACTORS

Clause 22.0

Fixed: _____ Value: _____
Time: _____

Item

23 A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS

Clause 23.0

Fixed: _____ Value: _____
Time: _____

Item

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COMPLETION

24 **A24 PRACTICAL COMPLETION**
Clause 24.0
Fixed: _____ Value: _____
Time: _____

Item

25 **A25 WORK'S COMPLETION**
Clause 25.0
Fixed: _____ Value: _____
Time: _____

Item

26 **A26 FINAL COMPLETION**
Clause 26.0
Clause 26.1.2 is amended by inserting "#" next to 26.1.2
Fixed: _____ Value: _____
Time: _____

Item

27 **A27 LATENT DEFECTS LIABILITY PERIOD**
Clause 27.0
Fixed: _____ Value: _____
Time: _____

Item

28 **A28 SECTIONAL COMPLETION**
Clause 28.0
Fixed: _____ Value: _____
Time: _____

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

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: _____ Value: _____

Time: _____

Item

30 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: _____ Value: _____

Time: _____

Item

PAYMENT

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

32 Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

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31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

- 33 Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value: _____
Time: _____

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34 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

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

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

Fixed: _____ Value: _____

Time: _____

Item

35 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: _____ Value: _____

Time: _____

36 **A34 FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by removing "#" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

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

Fixed: _____ Value: _____

Time: _____

Item

37 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: _____ Value: _____

Time: _____

Item

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CANCELLATION

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

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

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

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

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

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

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

Fixed: _____ Value: _____
Time: _____

Item

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

Clause 37.0

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

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

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

Fixed: _____ Value: _____
Time: _____

Item

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

Clause 38.0

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

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

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

Fixed: _____ Value: _____
Time: _____

Item

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40 **A39 CESSATON - CANCELLATION OF THE WORKS**

Clause 39.0

Clauses 39.3.5 is amended by the addition of the following at the end of the sentence "within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: _____ Value: _____
Time: _____

Item

41 **A40 DISPUTE SETTLEMENT**

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed: _____ Value: _____
Time: _____

Item

SUBSTITUTE PROVISIONS

42 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value: _____
Time: _____

Item

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CONTRACT VARIABLES

THE SCHEDULE (DPW04EC)

43 **A42 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: _____ Value: _____
Time: _____

Item

SECTION B: JBCC PRELIMINARIES

1: DEFINITIONS AND INTERPRETATION

44 ***Definitions and interpretation***

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

Fixed: _____ Value: _____
Time: _____

Item

2: DOCUMENTS

45 ***Checking of documents***

Fixed: _____ Value: _____
Time: _____

Item

46 ***Provisional bills of quantities***

Fixed: _____ Value: _____
Time: _____

Item

47 ***Availability of construction documentation***

Fixed: _____ Value: _____
Time: _____

Item

48 ***Interests of agents***

Fixed: _____ Value: _____
Time: _____

Item

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49	Priced documents			
	Fixed: _____ Value: _____ Time: _____	Item		
50	Tender submission			
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"			
	Fixed: _____ Value: _____ Time: _____	Item		
	<u>3: THE SITE</u>			
51	Defined works area			
	Fixed: _____ Value: _____ Time: _____	Item		
52	Geotechnical investigation			
	Fixed: _____ Value: _____ Time: _____	Item		
53	Inspection of the site			
	Fixed: _____ Value: _____ Time: _____	Item		
54	Existing premises occupied			
	Fixed: _____ Value: _____ Time: _____	Item		
55	Previous work - dimensional accuracy			
	Fixed: _____ Value: _____ Time: _____	Item		
56	Previous work - defects			
	Fixed: _____ Value: _____ Time: _____	Item		
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57 **Services - known**
Fixed: _____ Value: _____
Time: _____

Item

58 **Services - unknown**
Fixed: _____ Value: _____
Time: _____

Item

59 **Protection of trees**
Fixed: _____ Value: _____
Time: _____

Item

60 **Articles of value**
Fixed: _____ Value: _____
Time: _____

Item

61 **Inspection of adjoining properties**
Fixed: _____ Value: _____
Time: _____

Item

4: MANAGEMENT OF CONTRACT

62 **Management of the works**
Fixed: _____ Value: _____
Time: _____

Item

63 **Programme for the works**
Fixed: _____ Value: _____
Time: _____

Item

64 **Progress meetings**
Fixed: _____ Value: _____
Time: _____

Item

65 **Technical meetings**
Fixed: _____ Value: _____
Time: _____

Item

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66 **Labour and plant records**
Fixed: _____ Value: _____
Time: _____

Item

5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

67 **Samples of materials**
Fixed: _____ Value: _____
Time: _____

Item

68 **Workmanship samples**
Fixed: _____ Value: _____
Time: _____

Item

69 **Shop drawings**
Fixed: _____ Value: _____
Time: _____

Item

70 **Compliance with manufacturer's instructions**
Fixed: _____ Value: _____
Time: _____

Item

6: TEMPORARY WORKS AND PLANT

71 **Deposits and fees**
Fixed: _____ Value: _____
Time: _____

Item

72 **Enclosure of the works**
Fixed: _____ Value: _____
Time: _____

Item

73 **Advertising**
Fixed: _____ Value: _____
Time: _____

Item

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74 **Plant, equipment, sheds and offices**

Fixed: _____ Value: _____
Time: _____

Item

75 **Main notice board**

Fixed: _____ Value: _____
Time: _____

Item

76 **Subcontractors' notice board**

Fixed: _____ Value: _____
Time: _____

Item

7: TEMPORARY SERVICES

77 **Location**

Fixed: _____ Value: _____
Time: _____

Item

78 **Water**

Fixed: _____ Value: _____
Time: _____

Item

79 **Electricity**

Fixed: _____ Value: _____
Time: _____

Item

80 **Telecommunication facilities**

Fixed: _____ Value: _____
Time: _____

Item

81 **Ablution facilities**

Fixed: _____ Value: _____
Time: _____

Item

8: PRIME COST AMOUNTS

82 **Responsibility for prime cost amounts**

Fixed: _____ Value: _____
Time: _____

Item

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9: ATTENDANCE ON N/S SUBCONTRACTORS

83 **General attendance**

Fixed: _____ Value: _____
Time: _____

Item

84 **Special attendance**

Fixed: _____ Value: _____
Time: _____

Item

85 **Commissioning - fuel, water and electricity**

Fixed: _____ Value: _____
Time: _____

Item

10: FINANCIAL ASPECTS

86 **Statutory taxes, duties and levies**

Fixed: _____ Value: _____
Time: _____

Item

87 **Payment for preliminaries**

Fixed: _____ Value: _____
Time: _____

Item

88 **Adjustment of preliminaries**

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

Fixed: _____ Value: _____
Time: _____

Item

89 **Payment certificate cash flow**

Fixed: _____ Value: _____
Time: _____

Item

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90	11: GENERAL	Item
	Protection of the works Fixed: _____ Value: _____ Time: _____	Item
91	Protection / isolation of existing / sectionally occupied works Fixed: _____ Value: _____ Time: _____	Item
92	Security of the works Fixed: _____ Value: _____ Time: _____	Item
93	Notice before covering work Fixed: _____ Value: _____ Time: _____	Item
94	Disturbance Fixed: _____ Value: _____ Time: _____	Item
95	Environmental disturbance Fixed: _____ Value: _____ Time: _____	Item
96	Works cleaning and clearing Fixed: _____ Value: _____ Time: _____	Item
97	Vermin Fixed: _____ Value: _____ Time: _____	Item
98	Overhand work Fixed: _____ Value: _____ Time: _____	Item
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99 **Instruction manuals and guarantees**
Fixed: _____ Value: _____
Time: _____

Item

100 **As built information**
Fixed: _____ Value: _____
Time: _____

Item

101 **Tenant installations**
Fixed: _____ Value: _____
Time: _____

Item

12: SCHEDULE OF VARIABLES

102 **Schedule of Variables**
Fixed: _____ Value: _____
Time: _____

Item

This **schedule** contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional NO

12.1.2 Availability of construction documentation

[2.3] *Construction of documentation is complete* YES

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- 12.1.3 **Interest of agents**
[2.4] Details:

- 12.1.4 **Defined works area**
[3.1] Details:

- 12.1.5 **Geotechnical investigation**
[3.2] Details:

- 12.1.6 **Existing premises occupied**
[3.4] Specific requirements:

- 12.1.7 **Previous work - dimensional accuracy**
[3.5] Details:

- 12.1.8 **Previous work - defects**
[3.6] Details:

- 12.1.9. **Services - known**
[3.7] Details:

- 12.1.10 **Protection of trees**
[3.9] Specific requirements:

- 12.1.11 **Inspection of adjoining properties**
[3.11] Specific requirements:

- 12.1.12 **Enclosure of the works**
[6.2] Specific requirements:

- 12.1.13 **Offices**
[6.4.3] Specific requirements:
The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

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12.1.14 Main notice board

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

12.1.15 **Subcontractors' notice board**

[6.6] A notice board is required
NO
Specific requirements:

12.1.16 **Water**

[7.2] Option A (by contractor)	YES
Option B (by employer - free of charge)	NO
Option C (by employer - metered)	NO

12.1.17 **Electricity**

[7.3] Option A (by contractor)	YES
Option B (by employer - free of charge)	NO
Option C (by employer - metered)	NO

12.1.18 **Telecommunications**

[7.4] Telephone	YES
Facsimile	YES
E-mail	YES

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12.1.19 **Ablution facilities**
 [7.5] Option A (by contractor) YES
 Option B (by employer) NO

12.1.20 **Protection of existing/sectionally occupied works**
 [11.2] Protection is required YES

12.1.21 **Special attendance**
 [9.2] **Subcontractor** (1) details:
Subcontractor (2) details:
Subcontractor (3) details:
Subcontractor (4) details:

12.1.22 **Protection of works**
 [11.1] Specific requirements:

12.1.23 **Disturbance**
 [11.5] Specific requirements:
 The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent

12.1.24 **Environmental disturbance**
 [11.6] Specific requirements:

12.2 POST-TENDER INFORMATION

12.2.1 **Payment of preliminaries**
 [10.2] Option A (prorated) YES/NO
 Option B (calculates) YES/NO

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12.2.2 **Adjustment of preliminaries**
 [10.3] Option A (three categories) YES/NO
 Option B (detailed breakdown) YES/NO

12.2.3 **Additional agreed preliminaries items**
 Details:

SECTION C: SPECIFIC PRELIMINARIES

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

103 **C1 CONTRACT DRAWINGS**

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

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

Fixed: _____ Value: _____
 Time: _____

Item

104 **C2 GENERAL PREAMBLES**

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

Fixed: _____ Value: _____
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105 **C3 TRADE NAMES**

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

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

Fixed: _____ Value: _____
Time: _____

Item

106 **C4 IMPORTED MATERIALS AND EQUIPMENT**

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

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

Fixed: _____ Value: _____
Time: _____

Item

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

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value: _____
Time: _____

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

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

Fixed: _____ Value: _____
Time: _____

Item

109 **C7 ENTRANCE PERMITS TO SECURITY AREAS**

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

Fixed: _____ Value: _____
Time: _____

Item

110 **C8 SECURITY CHECK OF PERSONNEL**

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

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

Fixed: _____ Value: _____
Time: _____

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111 **C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

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

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

Fixed: _____ Value: _____
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Item

112 **C10 HIV/AIDS AWARENESS**

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under item C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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

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113 **C10.1 AWARENESS CHAMPION**
Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

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

Item

114 **C10.2 AWARENESS WORKSHOPS**
Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi media techniques, including followup courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

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

Item

115 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**
Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification

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

Item

116 **C10.4 ACCESS TO CONDOMS**
Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily bases as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification

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T:.....

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117 **C10.5 MONITORING**
Monitoring HIV/AIDS awareness of worker, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification

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

Item

118 **C11 OCCUPATIONAL HEALTH AND SAFETY ACT & CONSTRUCTION REGULATIONS**

It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing thereof is made under items C11.1 to C11.8 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health & Safety specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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

Item

119 **C11.1 Notification of construction work**

The contractor shall before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3. The contractor shall submit the notification in writing, on the appropriate form, prior to commencement of work

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120 **C11.2 Provision of Health and Safety Plan**
The contractor shall provide and demonstrate to the principal agent a suitable and sufficiently documented Health and Safety Plan based on the Act, Construction Regulation and Health and Safety Specification, which shall be applied from the date of commencement of and for the duration of the construction work. The contractor shall ensure that a copy of the Health and Safety Plan is available on request to an employee, inspector, sub-contractor or principal agent all in terms of Regulation 5

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Item

121 **C11.3 Proof of registration with the Compensation Fund**
The contractor shall provide proof of his registration and good standing with the Compensation Fund or a licence compensation insurer prior to the commencement of work

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Item

122 **C11.4 Health and Safety file**
The contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the Health and Safety Specification, the Act and the Construction Regulation, is opened and kept on site and made available to the principal agent or inspector upon request. Upon completion of the works, the contractor shall hand over a consolidated Health and Safety file to the principal agent

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123 **C11.5 Appointment of construction supervisor and construction safety officer**

The contractor shall appoint a full time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
The contractor shall appoint a full time or part time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to regulation 6
All work as defined in the Construction Regulation shall be carried out under the supervision of a competent person who has been appointed in writing for that purpose

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Item

124 **C11.6 Risk assessment and safety policy**

Before commencing work the contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the Health and Safety Plan. A copy of the risk assessment shall be available on site at all times for inspection

The contractor shall at all times carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, Health and Safety induction training of employee, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to the site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7

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125 **C11.7 Significant hazards identified and risk assessment prepared by the design consultants**
 The contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants
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Item

126 **C11.8 Additional financial provision**
 The contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction regulation issued there under which have not been specifically elsewhere provided
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