



6. TECHNICAL SPECIFICATION

DECORATIVE LED POST TOP



Symmetrical



Asymmetrical



SAPS LED Blue Version

General Specifications

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Product Description	This post top luminaire provides a new contemporary design for a well-known shape using state-of-the-art LED technology. It consists of a high-pressure die-cast marine grade aluminium (EN 1706 AC-44300) base and gear plate, a top cover made of Acrylonitrile Styrene Acrylate (ASA) and a
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PART C 2: SUPPLY, REPLACEMENT AND COMMISSIONING OF PERIMETER LIGHT FITTINGS

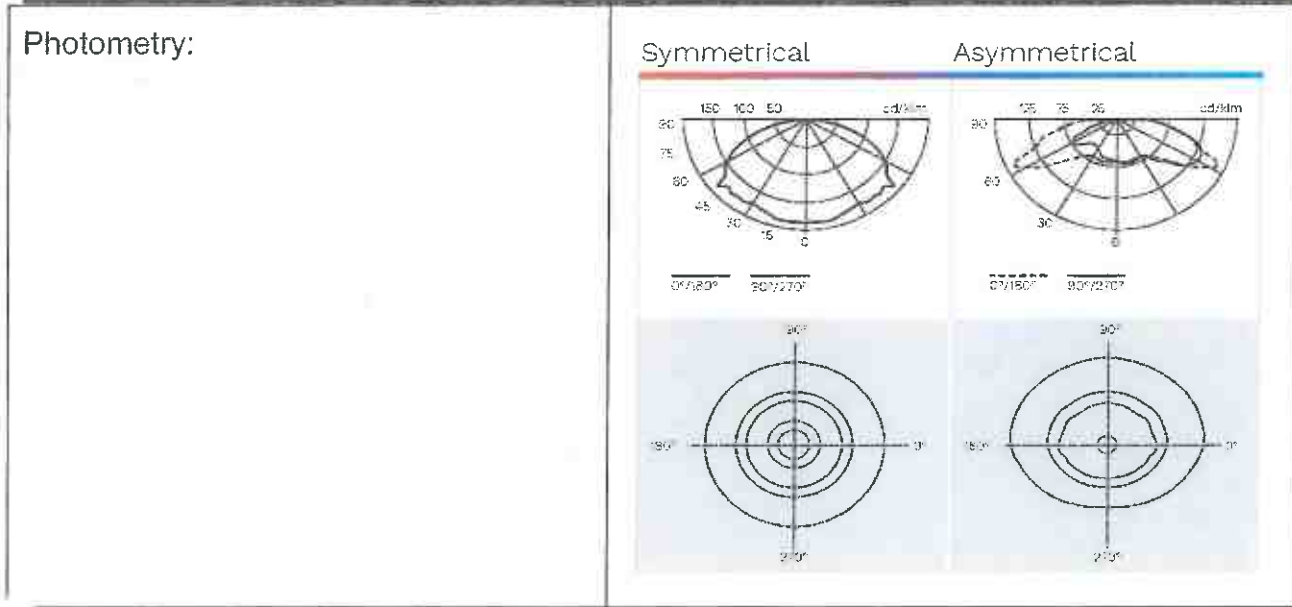


	high-impact acrylic protector for durability and weather resistance. The luminaire emits a pleasant, glare-free light due to the highly efficient white reflector (symmetrical light distribution). A faceted reflector is available as an option (asymmetrical distribution). The complete luminaire is sealed to IP 66. Electronic temperature monitoring prevents overheating of LEDs and power supply, positioned directly next to LEDs (ThermiX®). It is designed for LED light sources between 22W and 46W.
Main applications	<ul style="list-style-type: none"> • Group B Road Lighting • General Area Lighting • Parks and Garden • Security Lighting
Recommended mounting height	3 – 6m

Photometry

Light source	LED
LED	2mm ² LED
Colour temperature	4000K (Neutral White 740) Optional - 5700K (Cool white 757)
Colour rendering (Ra)	>70 (Neutral White 740) Optional - >70 (Cool White 740)
Lumen package 22W to 46W	3270lm to 6540lm * see table below
Optics	Symmetrical, Asymmetrical

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	Overview				Lifetime Residual Flux @ Tq 25°C
Number of LED's	Neutral (4000K)	White	10 LED's	20 LED's	@100.000h
LED Current: 500mA**	Nominal Flux (lm)*	-	-	4870	70%
	Power Consumption (W)	-	-	31	
LED Current: 600mA**	Nominal Flux (lm)*	-	-	5700	
	Power Consumption (W)	-	-	38	
LED Current: 700mA**	Nominal Flux (lm)*	-	3270	6540	
	Power Consumption (W)	-	22	46	

(*) The type of LED used is subject to change due to the ongoing rapid progress taking place in LED technology
 (**) LED Current

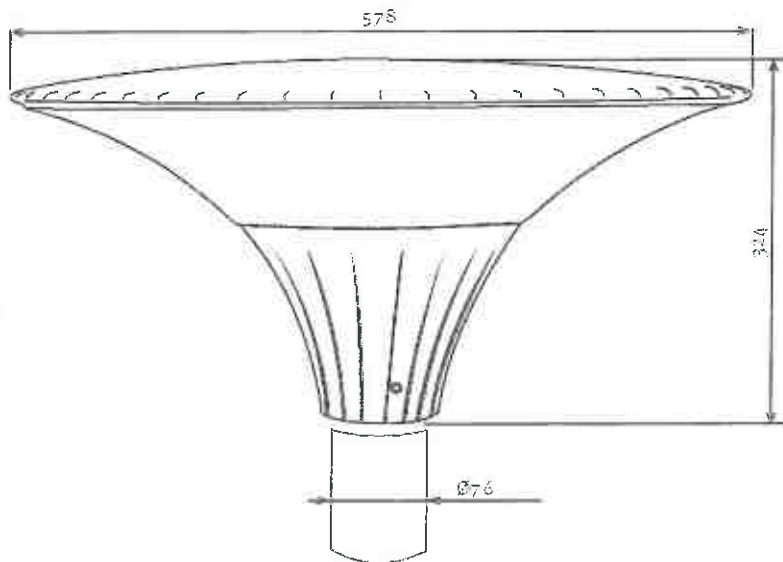
Mechanics

Electronic control Gear	Constant Current Driver IP 66
Materials and finishing	Base – High-pressure die-cast marine grade aluminium (EN 1706 AC-44300)



PART C 2: SUPPLY, REPLACEMENT AND COMMISSIONING OF PERIMETER LIGHT FITTINGS

	<i>Diffuser</i> – A clear or opal non-discolouring high impact acrylic injection moulded diffuser. Optional : Polycarbonate <i>Top Cover</i> – Acrylonitrile Styrene Acrylate (ASA)
Finish	RAL colours on request
Installation	Pole Mount (Ø76mm)
Fixing	6 x Ø M6 Grub Screws
Dimensions (W*H)	Ø 578 x 324
Veight (with gear)	4.9kg
Access	Yes
Aerodynamic resistance (CxS):	0.082m ²



Electrical-Characteristics

Line Voltage	230VAC
Mains voltage Tolerance (AC)	198-264VAC

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PART C 2: SUPPLY, REPLACEMENT AND COMMISSIONING OF PERIMETER LIGHT FITTINGS

Line frequency	50Hz
Electrical Safety Class (IEC)	Class I or II
Surge protection	Yes - 10kV/10kA
Lighting control	Optional: Miniature Daylight Switch mounted on to base casting

Power-Supply

Power Factor	≥ 0.95
Removable	Yes
Thermal Safety	Yes

Environment

Storage temperature	- 40°C to +60°C
Operating temperature (Ta)	- 35°C to + 35°C
Enclosure Tightness	IP 66
Enclosure Mechanical Withstand Impact	IK 08
Enclosure Mechanical Withstand Vibrations	Modified IEC 60068-2-6

- * Certified Test Standard SANS IEC 60598 -2-3

7. LOW VOLTAGE DISTRIBUTION CABLES

Low voltage distribution cables to be supplied and installed shall comply with SANS1507 Specification for low voltage insulated wire, power and multi-core control cables.

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The following estimated cable length is to be installed from the Distribution Board in the guard house to the new installed Automatic motor gate:

Table 6.1: LV distributor cable length estimate

Description	Cable length
FLAT TWIN 2.5mm ² x2 E BLK Cu PVC 300/500	25m

NB: The contractor shall check cable lengths on site and shall order the cables accordingly to ensure that no joints have to be made and that there are no cable off-cuts after the installation of the cables.

8. LOW VOLTAGE TERMINATIONS

All low voltage terminations to be supplied and installed, and shall comply with SANS 10198 specification for LV accessories.

9. TESTING AND COMMISSIONING

- All installed equipment shall be commissioned and tested as per the manufacturer's recommendations. The results of all tests must be recorded and submitted to SAPS electrical engineer for approval.
- Routine factory tests reports shall accompany all equipment supplied and shall be given to the SAPS Electrical Engineer, prior to the equipment being installed and commissioned.
- Prior to handover, on site final test reports as listed in SANS 1029, SANS 10198 and SANS 10142 for all equipment shall be given to the relevant SAPS electrical engineer.

Contractor to provide COCs and all necessary tests certificates to SAPS electrical engineer prior to energizing of equipment.

10. CLEANING OF SITE

- After completion of construction activities, the contractor shall remove all his equipment and site facilities from the site and leave the site in a tidy condition. The cost thereof must be included for in the P & G's.

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11. PREAMBLES TO SCHEDULE OF QUANTITIES

General – The Schedules of Quantities define the scope of the Engineering Works in terms of the measurement and payment parameters specified. The quantities stated on the schedules of quantities are provisional and are subject to re-measurement upon completion. Bidders shall quote for all equipment and all accessories specified within this document.

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Item
No

Quantity

Amount

SECTION 1

PRELIMINARIES

BILL NO. 1

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked, "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

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DEFINITIONS

1 A1 **DEFINITIONS AND INTERPRETATION**

Clause 1.0 Clause

1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

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

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process in the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderes (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

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

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

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Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

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

"SECURITY" means the form of security provided by the contractor, as stated in the schedule, from which the employer may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

3 **A3 DOCUMENTS**

Clause 3.0

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

Clause 3.7 is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times

Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"

Fixed: _____ Value related: _____ Time related: _____

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4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

5 **A5 EMPLOYER'S AGENTS**

Clause 5.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

6 **A6 SITE REPRESENTATIVE**

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

7 **A7 COMPLIANCE WITH REGULATIONS**

Clause 7.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

8 **A8 WORKS RISK**

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

9 **A9 INDEMNITIES**

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

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10 A10 WORKS INSURANCES

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____

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11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

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12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

A13.0 *No clause*

13 **A14 SECURITY**

Clause 14.0

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

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.3.2 Within twenty one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

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14.3.3 Within twenty one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

14.4.3 The **employer** shall return the variable construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable construction guarantee

14.5 Where **security** as a fixed construction guarantee of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed construction guarantee to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

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14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.6.2 Within twenty one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

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

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

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14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

EXECUTION

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

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

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

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

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed: _____ Value related: _____ Time related: _____

15 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

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16 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

17 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

18 **A19 ASSIGNMENT**

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____

Item

19 **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 related: _____ Time related: _____

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20 **A21 SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No Clause

Fixed: _____ Value related: _____ Time related: _____

Item

21 **A22 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____

Item

22 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed: _____ Value related: _____ Time related: _____

Item

COMPLETION

23 **A24 PRACTICAL COMPLETION**

Clause 24.0

Fixed: _____ Value related: _____ Time related: _____

Item

24 **A25 WORK'S COMPLETION**

Clause 25.0

Fixed: _____ Value related: _____ Time related: _____

Item

25 **A26 FINAL COMPLETION**

Clause 26.0

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

Fixed: _____ Value related: _____ Time related: _____

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

Item

27 **A28 SECTIONAL COMPLETION**
 Clause 28.0
 Fixed: _____ Value related: _____ Time related: _____

Item

28 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**
 Clause 29.0
 Clause 29.2.5 is amended by replacing it with:
 No clause
 Fixed: _____ Value related: _____ Time related: _____

Item

29 **A30 PENALTY FOR NON-COMPLETION**
 Clause 30.0
 Fixed: _____ Value related: _____ Time related: _____

Item

PAYMENT

30 **A31 INTERIM PAYMENT TO THE CONTRACTOR**
 Clause 31.0

31 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**

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

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

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

Alternative B

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

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:

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

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33 **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 related: _____ Time related: _____

Item

34 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____

35 **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 related: _____ Time related: _____

Item

36 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____

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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 related: _____ Time related: _____

Item

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

Clause 37.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

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

Clause 38.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A39 CESSATION - 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 related: _____ Time related: _____

Item

40 **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 related: _____ Time related: _____

Item

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SUBSTITUTE PROVISIONS

41 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

THE SCHEDULE

42 **A42 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the Contract Data

Fixed: _____ Value related: _____ Time related: _____

Item

SECTION B: JBCC PRELIMINARIES

1: DEFINITIONS AND INTERPRETATION

43 ***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 related: _____ Time related: _____

Item

2: DOCUMENTS

44 ***Checking of documents***

Fixed: _____ Value related: _____ Time related: _____

Item

45 ***Provisional bills of quantities***

Fixed: _____ Value related: _____ Time related: _____

Item

46 ***Availability of construction documentation***

Fixed: _____ Value related: _____ Time related: _____

Item

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47 **Interests of agents**

Fixed: _____ Value related: _____ Time related: _____

Item

48 **Priced documents**

Fixed: _____ Value related: _____ Time related: _____

Item

49 **Tender submission**

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Invitation to Bid: (PA-32)"

Fixed: _____ Value related: _____ Time related: _____

Item

3: THE SITE

50 **Defined works area**

Fixed: _____ Value related: _____ Time related: _____

Item

51 **Geotechnical investigation**

Fixed: _____ Value related: _____ Time related: _____

Item

52 **Inspection of the site**

Fixed: _____ Value related: _____ Time related: _____

Item

53 **Existing premises occupied**

Fixed: _____ Value related: _____ Time related: _____

Item

54 **Previous work - dimensional accuracy**

Fixed: _____ Value related: _____ Time related: _____

Item

55 **Previous work - defects**

Fixed: _____ Value related: _____ Time related: _____

Item

56 **Services - known**

Fixed: _____ Value related: _____ Time related: _____

Item

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57 **Services - known**
Fixed: _____ Value related: _____ Time related: _____

Item

58 **Protection of trees**
Fixed: _____ Value related: _____ Time related: _____

Item

59 **Articles of value**
Fixed: _____ Value related: _____ Time related: _____

Item

60 **Inspection of adjoining properties**
Fixed: _____ Value related: _____ Time related: _____

Item

4: MANAGEMENT OF CONTRACT

61 **Management of the works**
Fixed: _____ Value related: _____ Time related: _____

Item

62 **Programme for the works**
Fixed: _____ Value related: _____ Time related: _____

Item

63 **Progress meetings**
Fixed: _____ Value related: _____ Time related: _____

Item

64 **Technical meetings**
Fixed: _____ Value related: _____ Time related: _____

Item

65 **Labour and plant records**
Fixed: _____ Value related: _____ Time related: _____

Item

5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

66 **Samples of materials**
Fixed: _____ Value related: _____ Time related: _____

Item

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67 **Workmanship samples**
Fixed: _____ Value related: _____ Time related: _____

Item

68 **Shop drawings**
Fixed: _____ Value related: _____ Time related: _____

Item

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

Item

6: TEMPORARY WORKS AND PLANT

70 **Deposits and fees**
Fixed: _____ Value related: _____ Time related: _____

Item

71 **Enclosure of the works**
Fixed: _____ Value related: _____ Time related: _____

Item

72 **Advertising**
Fixed: _____ Value related: _____ Time related: _____

Item

73 **Plant, equipment, sheds and offices**
Fixed: _____ Value related: _____ Time related: _____

Item

74 **Main notice board**
Fixed: _____ Value related: _____ Time related: _____

Item

75 **Subcontractors' notice board**
Fixed: _____ Value related: _____ Time related: _____

Item

7: TEMPORARY SERVICES

76 **Location**
Fixed: _____ Value related: _____ Time related: _____

Item

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77 **Water**
Fixed: _____ Value related: _____ Time related: _____

Item

78 **Electricity**
Fixed: _____ Value related: _____ Time related: _____

Item

79 **Telecommunication facilities**
Fixed: _____ Value related: _____ Time related: _____

Item

80 **Ablution facilities**
Fixed: _____ Value related: _____ Time related: _____

Item

8: PRIME COST AMOUNTS

9: ATTENDANCE ON N/S SUBCONTRACTORS

81 **General attendance**
Fixed: _____ Value related: _____ Time related: _____

Item

82 **Special attendance**
Fixed: _____ Value related: _____ Time related: _____

Item

83 **Commissioning - fuel, water and electricity**
Fixed: _____ Value related: _____ Time related: _____

Item

10: FINANCIAL ASPECTS

84 **Statutory taxes, duties and levies**
Fixed: _____ Value related: _____ Time related: _____

Item

85 **Payment for preliminaries**
Fixed: _____ Value related: _____ Time related: _____

Item

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