

Item No	Quantity	Rate	Amount
<p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>PRINCIPAL BUILDING AGREEMENT</u></b></p> <p>The agreement shall be the Principal Building Agreement prepared and published by the Joint Building Contracts Committee: Edition 5.0 Code 2101, July 2007. (The JBCC Series 2000 Principal Building Agreement).</p> <p><b><u>PRELIMINARIES</u></b></p> <p>The preliminaries shall be the ASAQS Preliminaries (November 2007) published by the Associates of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement.</p> <p><b><u>FULL INTENT AND MEANING OF CLAUSES</u></b></p> <p>Tenderers shall be deemed to have referred to the afore- mentioned 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 style="text-align: right;"><b>Carried to Collection</b></p> <p>Section 5.2: Preliminaries and General            Bill No. 1            Preliminaries and General  <b>CSIR Future PHARMA Facility, Pretoria</b>  <b>21511-20-01-0- Main Contractor's BOQ Rev 0</b></p>			R

**PREAMBLES FOR TRADES**

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.

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.

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.

**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.

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**PAYMENT CATEGORIES**

Should "Option A" in terms of subclause 3.2.1 of the Contract Data - Contractor to Employer (CE) 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" - A fixed amount, which shall not be varied

"V" - An amount which shall be varied in proportion to the contract value

"T" - An amount which shall be varied in proportion to the construction period.

**SECTION A : JBCC PRINCIPAL BUILDING AGREEMENT**

**DEFINITIONS**

A Definitions and interpretation.  
Clause 1.0

Item

**OBJECTIVE AND PREPARATION**

B Offer, acceptance and performance obligations.  
Clause 2.0

Item

C Documents.  
Clause 3.0

Item

D Design responsibility.  
Clause 4.0

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E Employer's agents.  
Clause 5.0

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A	Contractor's site representative. Clause 6.0	Item		
B	Compliance with laws and regulations. Clause 7.0			
C	Works risk. Clause 8.0	Item		
D	Indemnities. Clause 9.0	Item		
E	General insurances. Clause 10.0	Item		
F	Special insurances. Clause 11.0	Item		
G	Effecting insurances. Clause 12.0	Item		
H	Assignment. Clause 13.0	Item		
J	Security. Clause 14.0	Item		
	<b><u>EXECUTION</u></b>			
K	Preparation for and execution of the works. Clause 15.0	Item		
L	Site and access. Clause 16.0	Item		
M	Contract instructions. Clause 17.0	Item		
N	Setting out of the works. Clause 18.0	Item		
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A	Temporary works and plant. Clause 19.0	Item		
B	Nominated subcontractors. Clause 20.0	Item		
C	Selected subcontractors. Clause 21.0	Item		
D	Employer's direct contractors. Clause 22.0	Item		
E	Contractor's domestic subcontractors. Clause 23.0	Item		
<b><u>COMPLETION</u></b>				
F	Practical completion. Clause 24.0	Item		
G	Works completion. Clause 25.0	Item		
H	Final completion. Clause 26.0	Item		
J	Latent defects liability period. Clause 27.0	Item		
K	Sectional completion. Clause 28.0	Item		
L	Revision of date for practical completion. Clause 29.0	Item		
M	Penalty for late or noncompletion. Clause 30.0	Item		
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**PAYMENT**

A	Interim payment. Clause 31.0	Item		
B	Adjustment to the contract value. Clause 32.0	Item		
C	Recovery of expense and loss. Clause 33.0	Item		
D	Final account and final payment. Clause 34.0	Item		
E	Payment to other parties. Clause 35.0	Item		

**TERMINATION**

F	Termination by employer - contractor's default. Clause 36.0	Item		
G	Termination by employer - loss and damage. Clause 37.0	Item		
H	Termination by contractor - employer's default. Clause 38.0	Item		
J	Termination - cessation of the works. Clause 39.0	Item		

**DISPUTE**

K	Settlement of disputes. Clause 40.0	Item		
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**CONTRACT AGREEMENT**

L	Post tender provisions Clause 41.0	Item		
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A	Contractual agreement Clause 42.0	Item	
<b><u>CONTRACT DATA - EMPLOYER TO CONTRACTOR</u></b>			
B	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 EC.	Item	
<b><u>SECTION B: ASAQS PRELIMINARIES1.0 DEFINITIONS AND INTERPRETATION</u></b>			
C	Definitions and interpretation. Clause 1.0	Item	
<b><u>2.0 DOCUMENTS</u></b>			
D	Checking of documents. Clause 2.1	Item	
E	Provisional bills of quantities. Clause 2.2	Item	
F	Availability of construction documentation. Clause 2.3	Item	
<b><u>3.0 PREVIOUS WORK AND ADJOINING PROPERTIES:</u></b>			
G	Previous work - dimensional accuracy. Clause 3.1	Item	
H	Previous work - defects. Clause 3.2	Item	
J	Inspection of adjoining properties. Clause 3.3	Item	
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**4.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS**

- A Samples of materials.  
Clause 4.1
- B Workmanship samples.  
Clause 4.2
- C Shop drawings  
Clause 4.3
- D Compliance with manufacturers' instructions.  
Clause 4.4

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**5.0 DEPOSITS AND FEES**

- E Deposits and fees.  
Clause 5.1

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**6.0 TEMPORARY SERVICES**

- F Water.  
Clause 6.1
- G Electricity.  
Clause 6.2
- H Telecommunication facilities.  
Clause 6.3
- J Ablution facilities.  
Clause 6.4

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**7.0 PRIME COST AMOUNTS**

- K Responsibility for prime cost amounts.  
Clause 7.1

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**8.0 SPECIAL ATTENDANCE ON N/S SUBCONTRACTORS**

A Special attendance.  
Clause 8.1

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**9.0 GENERAL**

B Protection of the works.  
Clause 9.1

Item

C Protection/isolation of existing/sectionally occupied works.  
Clause 9.2

Item

D Security of the works.  
Clause 9.3

Item

E Notice before covering work.  
Clause 9.4

Item

F Disturbance.  
Clause 9.5

Item

G Environmental disturbance.  
Clause 9.6

Item

H Works cleaning and clearing.  
Clause 9.7

Item

J Vermin.  
Clause 9.8

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K Overhand work.  
Clause 9.9

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**SECTION C : SPECIFIC PRELIMINARIES**

**SUPPLEMENTARY DOCUMENTATION**

A As built drawings.

The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.

Item

B 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**

Testing of windows to ensure water tightness

C As the windows are fixed they shall be glazed and prepared so that each window can be tested for water tightness with water sprayed on by means of a 20mm hosepipe using adequate pressure. If the pressure proves to be inadequate, in the opinion of the principal agent, then the pressure in the hosepipe shall be boosted by means of compressed air or other approved means. Each window section shall be tested under the supervision of the principal agent and approved before final acceptance of the fenestration.

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Testing of flat roof waterproofing to ensure water tightness

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

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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.

Item

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.

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Warranty for design and materials

A The contractor warrants and undertakes in favour of the employer that:

Insofar as the works or any part of the works has been or will be designed by him, he will exercise reasonable, due and proper skill and care in such design.

Insofar as any part of the materials and goods for the works has been or will be selected by him, he will exercise due and proper skill and care in such selection of materials and goods.

He is suitable qualified and competent to carry out such design work and selection of materials and goods.

He shall comply with and satisfy any performance specifications or requirements insofar as such performance specification or requirements are included or referred to in the subcontract.

Guarantees

B The contractor shall obtain written guarantees 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.

The guarantees shall state that workmanship, materials and installation are guaranteed for a specific period reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period shall be made good at the expense of the firm doing the work upon written notice from the principal agent or the employer to do so.

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Notice before covering up

A The contractor shall give notice to the principal agent of his intention to cover up any work or materials with earth or other material in order that the principal agent may inspect same as before they are so covered.

In default of such notice being received such work or materials shall be uncovered and later made good at the contractor's expense.

**TEMPORARY WORKS AND PLANT**

Propping of floors below

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

**FINANCIAL ASPECTS**

Overtime

C 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.

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**GENERAL**

Contractor to be responsible

A 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

Unauthorised persons on site

B 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.

Item

Use of site

C The contractor shall not use the site for any purposes other than carrying out the works.

Item

Inspection of adjoining buildings

D The contractor is to price against this item for the incorporation of the following requirements for a dilapidation report: Contractor is to do a full dilapidation report of all the surrounding properties and hand over a certified copy to the principal agent 1 week after site hand over

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Interpretation of drawings, specifications and bills of quantities

A 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 architect the necessary information to clarify such drawings, specifications, bills of quantities or instructions which request shall be in writing.

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.

Copyright

B 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.

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Confidentiality

A As the project is of a highly confidential nature, the contractor shall:  
 treat 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 as being confidential; keep secret and not directly or indirectly disclose or divulge to any person (except insofar as may be necessary in connection with the project) any information contained in the contract documents without the previous written consent of the principal agent;  
 not copy, photograph and/or repeat either wholly or in part any of the contract documents referred to above (except insofar as may be necessary in connection with the project); return to the principal agent all contract documents issued herewith upon submission of the tender; and, upon completion of the works deliver to the principal agent all contract documents of any nature pertaining to the project.

Co-ordination

B The contractor shall be solely responsible for the co-ordination of all sub-contracts, 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.

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.

Timeous advance notice is to be given by the contractor of information or drawings which are required on site.

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SUMMARY OF CATEGORIES

Category "F": Fixed R

Category "V": Value R

Category "T": Time R

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