

**KIMBERLY DCS-NEW GENERATION CORRECTIONAL:TSWELOPELE PRISON  
 FACILITIES MANAGEMENT CONTRACT: KIM10/2022  
 BUILDING RELATED , ELECTRICAL AND MECHANICAL SERVICE**

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO. 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p>The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the <b>Contract Data</b> issued with the tender.</p> <p>The <b>JBCC</b> Principal Building Agreement <b>contract data</b> form an integral part of this <b>agreement</b></p> <p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b>, amended as hereinafter described</p> <p>The <b>contractor</b> is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p> <p><b><u>PREAMBLES FOR TRADES</u></b></p>			
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	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL			

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User note

*The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. **Where such preambles are not applicable** (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications*

*Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same*

*The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future*

The General Preambles for Trades 2017 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 General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

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**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1-A7)**

1 Clause 1.0 - Definitions and interpretation

**Pricing of bills of quantities**

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

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Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

**Abbreviated descriptions**

The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

**Legal status of contractor**

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

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- 2 **ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site
  
- 3 **AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties
  
- 4 **CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**
  
- 5 **CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion
  
- 6 **COST FLUCTUATION** shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule
  
- 7 **DEFAULT INTEREST:** No Clause
  
- 8 **GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

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- 9 **INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as 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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
  
- 10 **LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer
  
- 11 **PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3
  
- 12 **PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**
  
- 13 **TARGETED SUBCONTRACTORS:** Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

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14 Clause 2.0 - **Law, regulations and notices**

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User note

*Insert the following for residential developments only*

*The cost to the employer of the NHBRC levies mentioned below is to be conveyed to the employer in order to present an overall building cost*

**? NHBRC levies**

The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this **agreement** [2.1] ?

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- 15 Clause 3.0 - Offer and acceptance  
 This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

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- 16 Clause 4.0 - Cession and assignment  
 Where a **contractor** cedes any right or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

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- 17 Clause 5.0 - Documents

**Value Added Tax**

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

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<p><b>Priced document as specification</b></p> <p>Clause 5.4 is deemed to be deleted</p> <p>The <b>principal agent</b> shall decide which portion of the <b>priced document</b> may be used as a specification of <b>materials and goods</b> or methods, if any ?</p> <p><u>User note</u></p> <p><b>Electronic issue of drawings</b></p> <p>All drawings for this project will be issued electronically and the <b>contractor</b> shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6] ?</p> <p>18. The original signed <b>agreement</b> shall be held by the <b>Employer</b></p> <p>19. The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference</p> <p>20. The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:.....</p> <p>21. <b>Clause 6.0 - Employer's agents</b></p> <p><u>User note</u></p> <p><i>Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1</i></p> <p><b>Delegated authority</b></p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1        Bill No. 1        PRELIMINARIES AND GENERAL</p>	Item	
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The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2]. This does not preclude the **principal agent** from issuing such **contract instructions**:

User note

*Add delegated authority as may be required for other relevant consultants not listed hereinafter*

1. Architect

Not Applicable

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor

4. Mechanical engineer

User note

*Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA*

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

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<p><b>4.2 Contract instructions [6.2; 17.1] :</b></p> <p>4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>4.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>4.2.3 Compliance with the <b>law</b>, regulations and bylaws [2.1]</p> <p>4.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>4.2.6 Removal or re-execution of work</p> <p>4.2.7 Removal or substitution of any <b>materials and goods</b></p> <p>4.2.8 Protection of the <b>works</b></p> <p>4.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>4.2.10 Rectification of <b>defects</b> [21.2]</p> <p>4.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>4.2.12 Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b> ?</p> <p>5. <u>Electrical engineer</u></p>				
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User note

*Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA*

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 Contract instructions [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

5.2.3 Compliance with the **law**, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

5.2.8 Protection of the **works**

5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

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<p>5.2.10 Rectification of <b>defects</b> [21.2]</p> <p>5.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>5.2.12 Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b> ?</p> <p>6. <u>Wet services engineer</u></p> <p><u>User note</u></p> <p><i>Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA</i></p> <p>6.1 Duties [6.2] :</p> <p>The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the <b>works</b></p> <p>6.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>6.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.2.3 Compliance with the <b>law</b>, regulations and bylaws [2.1]</p> <p>6.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1        Bill No. 1        PRELIMINARIES AND GENERAL</p>				
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<p>6.2.6 Removal or re-execution of work</p> <p>6.2.7 Removal or substitution of any <b>materials and goods</b></p> <p>6.2.8 Protection of the <b>works</b></p> <p>6.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.2.10 Rectification of <b>defects</b> [21.2]</p> <p>6.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.2.12 Expenditure of <b>budgetary allowances, prime cost amounts and provisional sums</b> ?</p> <p>22 Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent</p> <p>23 In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12</p> <p>F:..... V:.....        T:.....</p>				
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24 Clause 7.0 - Design responsibility  
 Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

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**Insurances and securities (A8-A11)**

25 Clause 8.0 - **Works** risk  
 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

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26 Clause 9.0 - Indemnities  
 The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

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27 Clause 10.0 - Insurances  
**Clause 10.1 with the following:**  
 The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

**Clause 10.1.5.1:  
 Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

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**Clause 10.1.5.1.1 Damage to the works**

The contractor shall, from the date of possession of the **site** 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

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

**10.1.5.1.2 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 property, 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

**10.1.5.1.3 :**

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy.

**10.1.5.1.4 :**

The **employer** shall be entitled to recover any and all

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losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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

**10.2 :**

Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary

**as Clause 10.11**

In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

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**Clause 11.0 - Securities**

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

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 C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working 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 fifteen (15) working days from commencement date, the security in terms of C 1.0

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Option C shall be deemed to have been selected.

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

- 11.1.1 No Clause
- 11.1.2 No Clause
- 11.2.2 No Clause
- 11.3 No Clause

**Clause 11.4.1 with the following:**  
 Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.

- 11.5 No Clause
- 11.6 No Clause
- 11.7 No Clause
- 11.8 No Clause
- 11.9 No Clause
- 11.10 No Clause

**Clause 11.11:**  
 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

**Clause 11.11.1:**  
 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Clause 11.11.2:**  
 The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in

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which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Clause 11.11.3:**

Within fifteen (15) working 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

**Clause 11.11.4:**

Within fifteen (15) working 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.

**Clause 11.11.5:**

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.

**Clause 11.11.6:**

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.

**Clause 11.12:**

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

**Clause 11.12.1:**

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 fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Clause 11.12.2:**

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

**Clause 11.12.3:**

The employer shall return the variable construction guarantee to the contractor within fourteen (14)

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calendar days of it expiring.

**Clause 11.12.4:**

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

**Clause 11.13:**

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:

**Clause 11.13.1:**

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).

**Clause 11.13.2:**

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.

**Clause 11.13.3:**

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

**Clause 11.13.4:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Clause 11.13.5:**

Where the employer has a right of recovery against the contractor in terms of 27.0, 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 from both.

**Clause 11.14.1:**

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:

**Clause 11.14.2:**

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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 fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Clause 11.14.3:**  
 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

**Clause 11.14.4:**  
 The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Clause 11.14.5:**  
 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

**Clause 11.15:**  
 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

**Clause 11.15.1:**  
 The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

**Clause 11.15.2:**  
 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.

**Clause 11.16:**  
 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.

**Clause 11.17:**  
 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to

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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).

User note

*If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:*

**Guarantee for payment**

The **employer** shall provide to the **contractor** a **guarantee for payment** in the amount of ?.....Rand (R.....) ? [11.5.1]. The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [11.10]?

User note

*Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:*

**Extension of waiver of lien**

The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10] ?

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**Execution (A12 - A17)**

29 Clause 12.0 - Obligations of the **parties**

**Office accommodation**

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18] ?

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**Notice board**

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18]

**Statutory and other notices**

The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

30 12.1.1 No Clause

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**Clause 12.1.5:**  
 Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

**Clause 12.2.2 :**  
 The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

**Clause 12.2.5:**  
 Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

**Clause 12.2.13:**  
 Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

**Clause 12.2.22:**  
 Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

**Clause 12.2.23:**  
 The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

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	<p><b>Offices</b></p> <p>The <b>contractor</b> shall provide, maintain and remove on <b>principal agent</b>, minimum size 4 x 3 x 3m high internal and fitted with boarded floor, desk, chair, drawing stool, be kept clean and fit for use at all times [12.2.18]</p> <p>F:..... V:..... T:.....</p>			
32	<p><b>Main notice board</b></p> <p>The <b>contractor</b> shall provide, erect where directed, main 1 x 3m as type Drawing GEN 063, constructed of suitable thick round outer edges and projecting 12mm from face securely fixed to hoarding, where hoarding is provided, tubular posts and braces. The board is to be painted ivory wording shall be inscribed in dark green as per the coat sans serif lettering [12.2.18]</p> <p>F:..... V:..... T:.....</p>	Item		
33	<p>Clause 13.0 - Setting out</p> <p>F:..... V:..... T:.....</p>	Item		
34	<p>Clause 14.0 - Nominated <b>subcontractors</b></p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4</p> <p>14.1.5 No Clause</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1</p> <p>Ref Clause 6.7 [CD] - Clause 14.6</p> <p>F:..... V:..... T:.....</p>	Item		
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35 Clause 15.0 - Selected **subcontractors**  
 Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

**Clause 15.1.2:**  
 The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1

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

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36 Clause 16.0 - **Direct contractors**

**Attendance on direct contractors**

In respect of **direct contractors** the **contractor** shall:

1. Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials
2. Allow the use of personnel welfare facilities, where provided
3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation
4. Permit the **direct contractor** to use erected scaffolding, hoisting facilities, etc provided by the **contractor**, in common with others having the like right, while it remains erected on the **site** [16.1]

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37	<p><b>Clause 17.0 - Contract instructions</b></p> <p><b>? Site instructions</b></p> <p>Instructions issued on <b>site</b> are to be recorded in a site instruction book which is to be supplied and maintained on <b>site</b> by the <b>contractor</b> ?</p> <p><b>Clause 17.4:</b>          The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21</p> <p><b>Clause 17.6:</b>          Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</p> <p>F:..... V:.....          T:.....</p> <p><b><u>Completion (A18 - A24)</u></b></p>			
38	<p>Clause 18.0 - Interim completion</p>		Item	
39	<p>Clause 19.0 - <b>Practical completion</b></p> <p><b>Clause 19.5:</b>          On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section</p> <p><b>Clause 19.8:</b>  <b>WORKS COMPLETION</b></p> <p>(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.</p> <p>(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect</p>			
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within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:

- (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer
- (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)
- (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:
  - (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date
  - (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer
- (4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

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	<p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3)          F:..... V:.....          T:.....</p>				
40	<p>Clause 20.0 - Completion in <b>sections</b></p> <p>F:..... V:.....          T:.....</p>	Item			
41	<p>Clause 21.0 - <b>Defects</b> liability period and <b>final completion</b></p> <p><b>Clause 21.1:</b>          The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion)</p> <p><b>Clause 21.6:</b>          On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired</p> <p>21.6.1 Omit Clause</p> <p>21.6.2 Omit Clause</p>	Item			
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**Clause 21.13:**

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

**Clause 21.14:**

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

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Clause 22.0 - **Latent defects** liability period  
 22.3.2 No Clause

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43 Clause 23.0 - Revision of the date for **practical completion**

**Substitution of materials and goods**

The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value** [17.1.8; 23.1 & 2]

Ref Clause 6.7 [CD] – Clause 23.1  
 Ref Clause 6.7 [CD] – Clause 23.2  
 23.2.13 No Clause

**Clause 23.3:**

Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7  
 Ref Clause 6.7 [CD] - Clause 23.8

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44 Clause 24.0 - **Penalty** for late or non-completion

**Clause 24.1:**

Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

**Clause 24.2:**

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final-completion, up to and including the earlier of:

**Clause 24.2.1:**

The actual or deemed date of practical- works-, or final-completion, of the works, or a section thereof [23.7.1]

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

**Payment (A25 - A27)**

Item

45 Clause 25.0 - **Payment**

**Prices submitted**

Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

**Clause 25.2:**

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

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**Clause 25.3:**

25.3.12 Monthly Local content report,

25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

**Clause 25.6:**

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

**Clause 25.10:**

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

**Clauses 25.12 to 25.12.3:**

The value certified shall be subject to the following percentage adjustments :

**(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)**

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value

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certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 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

25.12.4 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 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 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.

**(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])**

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

25.12.8 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

25.12.9 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 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26

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	<p>except were 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</p> <p>F:..... V:.....          T:.....</p>		
46	<p>Clause 26.0 - Adjustment of the <b>contract value</b> and <b>final account</b></p> <p><b>Fluctuations in costs</b></p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the <b>contractor</b> [26.9.5] ?</p> <p><u>User note</u></p> <p><i>Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted</i></p> <p><b>Tenant installation/user requirements delayed</b></p> <p>There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to <b>practical completion</b></p> <p>Should the <b>contractor</b> be instructed to do so he shall execute this work under the conditions pertaining to this <b>agreement</b> on the basis that a separate amount for <b>preliminaries</b> appurtenant to this work (if applicable) is agreed to between the <b>contractor</b> and the <b>principal agent</b> and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of <b>practical completion</b> of the <b>works</b></p> <p>The <b>employer</b> reserves the right to omit such work without compensation to the <b>contractor</b> for loss of profit or any other loss which the <b>contractor</b> may suffer as a result of such omission ?</p>	Item	
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**Cost of claims**

All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs

**Claims from subcontractors**

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

**Clause 26.10:**

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

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47 Clause 27.0 - Recovery of expense and/or loss

**Clause 27.1.2:**  
Interest due to late payment only

**Clause 27.1.4:**  
Interest due to late payment only

27.1.5 No Clause

**Clause 27.5:**  
Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

**Clause 27.6:**  
Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

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

**Suspension and termination (A28 - A29)**

48 Clause 28.0 - Suspension by the **contractor**

- 28 No Clause
- 28.1 No Clause
- 28.1.1 No Clause
- 28.1.2 No Clause
- 28.1.3 No Clause
- 28.1.4 No Clause
- 28.1.5 No Clause
- 28.2 No Clause
- 28.3 No Clause
- 28.4 No Clause

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		Item	
49	<p>F:..... V:.....            T:.....</p> <p>Clause 29.0 - Termination</p> <p><b>Clause 29.1.4:</b>            The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p><b>Clause 29.1.5:</b>            The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p><b>Clause 29.1.6:</b>            Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.</p> <p><b>Clause 29.7:</b>            The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]</p> <p><b>Clause 29.9:</b>            The employer has the right of recovery against the contractor, where applicable, [CD] from:</p> <p>The guarantee for construction (variable) until the final payment has been made;</p> <p>or</p> <p>The guarantee for construction (fixed) until the date of practical completion;</p> <p>or</p> <p>The payment reduction until the final payment is made;</p> <p>or</p> <p>The cash deposit made as security until the final payment is made</p>		
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- 29.14.1 No Clause
- 29.14.3 No Clause
- 29.14.4 No Clause
- 29.14.5 No Clause
- 29.14.6 No Clause
- 29.14.7 No Clause
- 29.15 No Clause
- 29.16 No Clause
- 29.17.3 No Clause
- 29.17.6 No Clause
- 29.21.5 No Clause
- 29.22 No Clause
- 29.23 No Clause
- 29.25.3 No Clause
- 29.25.4 No Clause
- 29.27 No Clause

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50	<p><b><u>Dispute resolution (A30)</u></b></p> <p>Clause 30.0 - Dispute resolution</p> <p><b>Clause 30.2:</b> Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation</p> <p><b>30.3 to 30.7.7 No Clauses</b></p> <p><b>Clause 30.8:</b> The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p><b>30.8.1 No Clause</b></p> <p><b>Clause 30.8.2:</b> The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties</p> <p><b>Clause 30.8.3:</b> Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses</p> <p><b>Clause 30.9:</b> Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse</p> <p>30.10 No Clause</p> <p>30.12 No Clause</p> <p>F:..... V:..... T:.....</p>			
51	<p><b><u>Agreement</u></b></p>			
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The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agreement** by the **parties**

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

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**52 Contract data**

User note

*Insert under the above heading, with suitable sub-headings, any amendments, modifications, corrections or supplements to the contract data*

**Tenderer's selections**

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

User note

*All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor*

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

Item

**SECTION B: GENERAL PRELIMINARIES**

User note

*Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data*

*Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary*

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	<b><u>Definitions and interpretation (B1)</u></b>			
53	Clause 1.1 - Definitions F:..... V:..... T:.....	Item		
54	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item		
	<b><u>Documents (B2)</u></b>			
55	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
56	Clause 2.2 - Provisional <b>bills of quantities</b>  <u>User note</u>  <i>Check "wet trades" included in the bills of quantities and edit the following clause as may be necessary</i>  <b>Multiple procurement</b>  These <b>bills of quantities</b> are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are <b>budgetary allowances</b> and/or <b>provisional sums</b> ?  F:..... V:..... T:.....	Item		
57	Clause 2.3 - Availability of <b>construction information</b> F:..... V:..... T:.....	Item		
58	Clause 2.4 - Ordering of <b>materials and goods</b> F:..... V:..... T:.....	Item		
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<b><u>Previous work and adjoining properties (B3)</u></b>			
59	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	
60	Clause 3.2 - Previous work - <b>defects</b> F:..... V:..... T:.....	Item	
61	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item	
<b><u>The site (B4)</u></b>			
62	Clause 4.1 - Handover of <b>site</b> in stages F:..... V:..... T:.....	Item	
63	Clause 4.2 - Enclosure of the <b>works</b>	Item	
<b><u>User note</u></b>			
<i>Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data</i>			
	F:..... V:..... T:.....		
64	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item	
65	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item	
66	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	
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67	Clause 4.6 - Services - known F:..... V:..... T:.....	Item	
	<b><u>Management of contract (B5)</u></b>		
68	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	
69	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	
70	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	
	<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>		
71	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	
72	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	
73	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	
74	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
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	<b><u>Deposits and fees (B7)</u></b>			
75	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item		
	<b><u>Temporary services (B8)</u></b>			
76	Clause 8.1 - Water F:..... V:..... T:.....	Item		
77	Clause 8.2 - Electricity F:..... V:..... T:.....	Item		
78	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
79	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item		
	<b><u>Prime cost amounts (B9)</u></b>			
80	Clause 9.1 - Responsibility for <b>prime cost amounts</b>			
	<b><u>User note</u></b>  <i>Where details of materials included in prime cost amounts <u>are not</u> readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion</i>			
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Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc

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

**Attendance on subcontractors (B10)**

81 Clause 10.1 - General attendance

**User note**

General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement

The **contractor** shall at his own expense provide the follo

Access to the **site** and places where the subcontract temporary personnel hoists erected by the **contractor**

The provision of water and lighting and single phase ele subcontract work is to be carried out but excluding water,

The provision of an area for the **subcontractor** to estat storage of plant and materials

The use of erected scaffolding belonging to the **contrac** erected on the **site**

The use, at reasonable times by arrangement of the **cont**

F:..... V:.....  
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82 Clause 10.2 - Special attendance

**User note**

Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately

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*It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill*

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

Item

**General (B11)**

83 Clause 11.1 - Protection of the **works**

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

Item

84 Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections**

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

Item

85 Clause 11.3 - Security of the **works**

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

Item

86 Clause 11.4 - Notice before covering work

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

Item

87 Clause 11.5 - Disturbance

**User note**

*The following clause may be used should "disturbance" [11.5] need to be extended*

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**Disturbance**

? All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever ?

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

Item

88 Clause 11.6 - Environmental disturbance

**Controlling all forms of pollution**

The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The **contractor** is to ensure that all roads which border the **site** and are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works** ?

User note

*Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure*

**Environmental management plan**

The **employer** has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP ?

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89	Clause 11.7 - <b>Works</b> cleaning and clearing F:..... V:..... T:.....	Item	
90	Clause 11.8 - Vermin F:..... V:..... T:.....	Item	
91	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item	
92	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item	
93	Clause 11.11 - Advertising F:..... V:..... T:.....	Item	

**SECTION C: SPECIFIC PRELIMINARIES**

User note

*Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1*

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

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