

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Refer to item 7.4 of the tender document.
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	South African Rand
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	No - Client
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	2 (two)

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30 (Annex A)
The <b>JBCC</b> ® Principal Building Agreement - Contract Data, Edition 6.2 May 2018	1 to 14 (Annex B)
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Refer to the contents page of the tender document	

Contract drawings – description	Number	Revision	Date
Architect Drawings-Annexure E:			
Post Doc UP - Sheet 2000 : 1135 Prospect Street			
Post Doc UP - Sheet 2001 : 1139 Prospect Street			
Post Doc UP - Sheet 2002 : 525 Grosvenor Street			
Post Doc UP - Sheet 2003 : 533 Grosvenor Street			
Post Doc UP - Sheet 2004 : 1146 South Street			
Post Doc UP - Sheet 2005 : 545 Glynn Street			
Post Doc UP - Sheet 2006 : 1220 South Street			
Post Doc UP - Sheet 2007 : 1294 Boundary Street			
Structural Drawings :			
Paving specification			
Spec for new surface bed			
Spec for repair of crack in walls			

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Not Applicable

**Principal agent's** and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

Not Applicable

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		UP insurance	UP insurance
or	<b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures <b>with</b> or including new <b>works</b> )		See UP insurance	See UP insurance
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]			R10 000 000.00	
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?		If yes, description 1		
Yes/no?		If yes, description 2		

and/or

Insurances by <b>contractor</b>		Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Yes			
Contract works insurance:			
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	Cont Sum +20%	
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above	25%	
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]		R10 000 000.00	
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]:		N/A	
Yes/no?	No	If yes, description 1	
Yes/no?	No	If yes, description 2	

**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	Working hours is 07h00 - 17h00. Minimum of 3 days notice must be given before any overtime and work over weekends can be done.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	Yes
If yes, description	The contractor is to take care during excavation and other construction activities not to damage existing underground services, trees and plants.		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	The contractor must restrict his activities inside the demarcated site lay down areas as well as the hoarded areas and may not extend his operations beyond these boundaries.		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description	Not Applicable		

**B 8.0 Nominated subcontractors [14.0]**

Specialisation 1	Not Applicable
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Direct contractors [16.0]**

Extent of work [12.1.11]	Not Applicable
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

**B 10.0 Description of sections [20.1]**

<b>Section 1</b>	Maintenance work to 1139 Prospect Street House
<b>Section 2</b>	Maintenance work to 1135 Prospect Street House
<b>Section 3</b>	Maintenance work to 525 Grosvenor Street House
<b>Section 4</b>	Maintenance work to 533 Grosvenor Street House
<b>Section 5</b>	Maintenance work to 1120 South Street House
<b>Section 6</b>	Maintenance work to 545 Glyn Street House
<b>Section 7</b>	Maintenance work & alterations to 1294 Boundary Street House
<b>Section 8</b>	Maintenance work to 1146 South Street House
<b>Section</b>	Remainder of the <b>works</b> N/A

**B 11.0 Possession of site [12.1.5] practical completion [19.0; 20.0] and penalties [24.0]**

Practical completion for the <b>works</b> as a whole	Intended date of possession of the <b>site</b> [12.1.5]	Period for inspection by the <b>principal agent</b> [19.3]	Date for <b>practical completion</b> [12.2.7; 24.1]	Penalty [24.1]
	Date	<b>working days</b>	Date	Penalty amount per <b>calendar day</b> (excl. <b>TAX</b> )

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day (excl. TAX)
			After 176 w/d	
Section 1	TBC	2	TBC	R206
Section 2	TBC	2	TBC	R155
Section 3	TBC	2	TBC	R100
Section 4	TBC	2	TBC	R97
Section 5	TBC	2	TBC	R295
Section 6	TBC	2	TBC	R147
Section 7	TBC	2	TBC	R295
Section 8	TBC	2	TBC	R115
Remainder of the works	N/A			

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

The works, or section thereof, as defined in the contract documents must be complete with no outstanding items and free of defects. The works are executed in an occupied educational building, no access for any construction workers will be allowed after practical completion.

For the contractor to achieve practical completion, the contractor must adhere to the following prerequisites and procedures, programmed for and be allowed for in the contract sum. For practical completion the contractor must submit the following documentation:

Sign-off Completion Certificates from all the Design Consultants.

The following documentation, not exhaustive :

- Electrical COC's - Plumbing COC's - Roofing Certificate & Warrantees
- Water pressure test results - Drainage test results

UP Technical Services must inspect the building and sign off for compliance prior to practical completion.

A 2-week allowance for these inspections must be included in the programme.

## B 12.0 Payment [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	20th		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			

## B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Association of Arbitrators (South Africa)
Applicable rules for adjudication [30.6.2]	JBCC Adjudication Rules (Oct 2014)
Arbitration [30.7.4; 30.10] Name of nominating body	Association of Arbitrators (South Africa)
Applicable rules for arbitration [30.7.5]	Rules for the Conduct of Arbitrations : 2018

**B 14.0 JBCC® General Preliminaries – selections**

Provisional bills of quantities [P2.2]		Yes/no?	No	
Availability of construction information [P2.3]		Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not applicable		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]		Not applicable		
Inspection of adjoining properties - details [P3.3]		Not applicable		
Handover of <b>site</b> in stages - specific requirements [P4.1]		Not applicable		
Enclosure of the <b>works</b> - specific requirements [P4.2]		To comply with the Health and Safety site fencing and hoarding specification.		
Geotechnical and other investigations - specific requirements [P4.3]		Not applicable		
Existing premises occupied - details [P4.5]		Not applicable		
Services - known - specific requirements [P4.6]		See item 1 of JBCC expansions below		
Water [P8.1]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
Communication facilities - specific requirements [P8.4]		All correspondence to be in writing and addressed to the principle agent.		
Protection of the <b>works</b> - specific requirements [P11.1]		See item 2 of JBCC expansions		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		See item 2 of JBCC expansions		
Disturbance - specific requirements [P11.5]		See item 3 of JBCC expansions		
Environmental disturbance - specific requirements [P11.6]		See item 4 of JBCC expansions		

**B 15.0 Changes made to JBCC® documentation**

Reference may be made to other documents forming part of this **agreement**

**1. Expansion to the JBCC PBA clause [12.2.6, 12.2.10]**

The programme shall be produced by the contractor as follows:

- A programme for the totality of the works and the order in which the contractor proposes to execute the works shall be submitted to the principal agent for acceptance. If the principal does not accept such a programme, it shall be revised and amended until the Principal Agent accepts it. Programme resubmissions for approval must be within 5 (five) working days. This programme will then be regarded as the baseline programme. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract.

-This baseline programme shall be updated with actual progress monthly or on any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

-The programme shall also be used by the Principal Agent as the basis for the assessment of revisions of the date for Practical Completion

-The Contractor shall supply the Principal Agent with an electronic copy of each programme. All programmes shall be prepared and submitted using either Microsoft Project software, CCS Candy or Primavera.

**2. Revision of the date for practical completion [23.0]**

Add the following to sub-clause 23.1.1:

o The adverse effect of weather conditions will exclude for normal weather conditions in the region of the work of this contract.

**3. Payment [25.10]**

The employer shall pay the contractor the amount certified in an issued payment certificate within twenty-one (21) calendar days of the date for issue of the payment certificate [CD], including default interest and/or compensatory interest.

## C TENDER CLOSING

Tender closing date	Refer to Tender Doc	Time	Refer to Tender Doc
Tender submission address	Refer to Tender Cover Page		
Tender may be submitted by e-mail	yes/no?	No	E-mail Refer to Tender Cover Page

## D TENDERER'S SELECTIONS

### D 1.0 Securities [11.0]

**Guarantee for construction:** Select Option A or B ☐

Option A	<b>Guarantee for construction</b> (variable) by <b>contractor</b> [11.1.1]	
Option B	<b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2]	
<b>Guarantee for payment</b> by <b>employer</b> [11.5.1; 11.10]	Amount	Not Applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Amount	Not Applicable

### D 2.0 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### D 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

### D 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply



### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

## E FORM OF TENDER

### E 1.0 Tenderer's details

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

### E 2.0 Acceptance of tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for forty-five (45) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a decision

### E 3.0 Tender amount compilation

	Amount	
Tenderer's work excluding <b>tax</b>		
<b>Tax</b>		%
Total tender amount including <b>tax</b>		
Total tender amount including <b>tax</b> , in words		

Signature	Tenderer who by signature hereto warrants authority	Place			
Name		Capacity		Date	

Signature	Witness	Place			
Name			Date		

#### E 4.0 Tender qualifications



Maintenance work t-00000\_

## **Expansions to B 14.0 Changes made to JBCC documentation.**

### **1. Services known – specific requirements [P4.6]**

The contractor is to take care during excavation and other construction activities not to damage existing underground services.

### **2. Protection of Works – specific requirements [P11.1] and Protection/Isolation of existing/Sectionally occupied works – specific requirements [P11.2]**

The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others.

### **3. Disturbance – specific requirements [P11.5]**

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 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.

### **4. Environmental disturbance [P11.6]**

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 is 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.

## **ANNEXURE C**

### **JBCC General Preliminaries**



## GENERAL PRELIMINARIES

**The Joint Building Contracts Committee® - NPC**

**General Preliminaries**

**Edition 6.2 – May 2018**

**JBCC®**

**EXPLANATORY NOTES AND INSTRUCTIONS**

**Introduction**

The Joint Building Contracts Committee (JBCC®) has compiled the JBCC® General Preliminaries in the interest of standardisation of documentation and good practice in the building industry. The document generally covers all aspects of preliminaries for most types of projects and should consequently simplify the procurement for and the administration of building projects and produce economic advantages to all concerned. Users should note that the JBCC® General Preliminaries has been specifically formulated for use with the May 2018 edition of the JBCC® agreements (PBA and NSSA Edition 6.2, MWA Edition 5.2)

**How the document is structured**

The JBCC® General Preliminaries is part of the building agreement and subcontract documentation to be referred to in the priced document. It is intended that the JBCC® General Preliminaries (May 2018) be used by reference only in the preparation of the priced document. The project specific preliminaries comprises the following:

- Section A** A recital of the headings of the individual clauses in the JBCC® Principal Building Agreement (PBA), JBCC® N/S Subcontract Agreement (NSSA) or JBCC® Minor Works Agreement (MWA). Modifications to the standard clauses should be avoided. Amendments, modifications, corrections or supplements to the aforementioned agreements may be recorded in the space provided in the relevant JBCC® Contract Data or against the relevant clause numbers in this section
- Section B** A recital of the headings of the individual clauses in the JBCC® General Preliminaries. Changes to the standard clauses should be avoided. Any modifications should be recorded against the relevant clause numbers in this section
- Section C** Any special clauses to meet the particular circumstances of a specific project are embodied in this section

The JBCC® agreements are for use with or without bills of quantities. This brings a consistency in the contractual language used and the administrative procedures required in building agreements

**Preface to the project specific preliminaries**

- 1 The project specific preliminaries of the priced document should contain the following introduction: "The JBCC® General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC® Principal Building Agreement Edition 6.2 / JBCC® N/S Subcontract Agreement Edition 6.2 / JBCC® Minor Works Agreement Edition 5.2 shall be deemed to be incorporated in these bills of quantities / this lump sum document, amended as hereinafter described

The contractor is deemed to have referred to such document for the full intent and meaning of each clause

The clauses in the document are hereinafter referred to by clause number and heading only

Where standard clauses or alternatives are not entirely applicable to the agreement 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 JBCC® General Preliminaries (May 2018)"

- 2 Clauses marked with an asterisk (★) are optional clauses or clauses requiring information relating to the specific project, selection and details of which are to be included in the JBCC® Contract Data

- 3 Where clauses are not used for the specific project these should nevertheless be listed in the preliminaries of the bills of quantities / project specific preliminaries of the lump sum document but marked “Not applicable” or “N/A”

### **Disclaimer**

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# GENERAL PRELIMINARIES

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## 1.0 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

A word or phrase in bold type in the **JBCC**<sup>®</sup> General Preliminaries shall have the meaning assigned to it in the definitions listed in the **JBCC**<sup>®</sup> Principal Building Agreement, the **JBCC**<sup>®</sup> N/S Subcontract Agreement or the **JBCC**<sup>®</sup> Minor Works Agreement as the case may be. A word or phrase not in bold type shall be interpreted in the context of its usage

The **JBCC**<sup>®</sup> General Preliminaries applies with the necessary changes made to the **JBCC**<sup>®</sup> N/S Subcontract Agreement

### 1.2 Interpretation

- 1.2.1 In the **JBCC**<sup>®</sup> General Preliminaries, unless inconsistent with the context, the words “accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state” and their derivatives, require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Documents and legislation referred to in the **JBCC**<sup>®</sup> General Preliminaries shall mean the current edition thereof with all amendments thereto at the date of submission of the tender unless otherwise stated
- 1.2.5 Clauses marked with an asterisk (★) are optional clauses or clauses requiring information relating to the specific project, selection and details of which are to be included in the **JBCC**<sup>®</sup> Contract Data

## 2.0 DOCUMENTS

### 2.1 Checking of documents

The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the **agreement** contains any obvious errors, the tenderer shall give **notice** to the **principal agent** forthwith thereof and the **principal agent** shall promptly give a written directive

### 2.2 ★ Provisional bills of quantities

The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement

### 2.3 ★ Availability of construction information

Where the **construction information** for the **works** is incomplete and will only be completed during the **construction period** the **contractor** and **principal agent** shall work together to identify the requirements for the provision of **construction information**. The **contractor** and **principal agent** shall agree the dates that are reasonable by when the **contractor** is to be provided with each outstanding item of the **construction information** in terms of the **programme**

The **contractor** and **subcontractor** shall agree dates by when the **subcontractor** is to be provided with each item of the outstanding information in terms of the **programme**

### 2.4 Ordering of materials and goods

Should the **contractor** use the quantities in the **priced document** for the ordering of **materials and goods**, the **contractor** does so at his own risk

### 3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

#### 3.1 ★ Previous work - dimensional accuracy

In successive contracts the **contractor** shall within ten per cent (10%) of the initial **construction period** or twenty (20) **working days** after taking possession of the **site**, whichever is the lesser, check the existing levels, lines, profiles and the like affecting the **works** and satisfy himself as to the dimensional accuracy of work previously executed. The **contractor** shall forthwith give **notice** to the **principal agent** and request a **contract instruction** regarding any dimensional inaccuracy found in work previously executed

#### 3.2 ★ Previous work - defects

In successive contracts the **contractor**, on becoming aware of a **defect** in work previously executed which affects the **works**, shall forthwith give notice to the **principal agent** and request a **contract instruction** regarding such a **defect**

#### 3.3 ★ Inspection of adjoining properties

Before commencing the **works** the **principal agent** and the **contractor** shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, inter alia, the buildings, structures, pavings, kerbs, channels and fences. The **contractor** shall record all conditions that the **works** could affect and copy the **principal agent** accordingly. The **contractor** shall pay particular attention to cracks, **defects** and existing levels related to structures, pavings, kerbs, channels and fences which later could be claimed to have been caused or disturbed by the **works**

Where instructed by the **principal agent**, levels and photographs shall be taken by the **contractor** and the cost thereof shall be for the **employer's** account. Certified copies shall be lodged with the **principal agent**

### 4.0 THE SITE

#### 4.1 ★ Handover of site in stages

Handover of the **site** to the **contractor** is to be done in stages

#### 4.2 ★ Enclosure of the works

The **contractor** shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the public and others. Specific hoarding requirements are described in the **contract data**

#### 4.3 ★ Geotechnical and other investigations

Information relating to geotechnical and/or other investigations are recorded in the **contract data** or issued with the **agreement**

#### 4.4 Encroachments

The **contractor** shall give **notice** to the **principal agent** within ten per cent (10%) of the initial **construction period** or twenty (20) **working days** after taking possession of the **site**, whichever is the lesser, if any encroachments of adjoining buildings, structures, pavements, boundaries, services, etc exist in order that the necessary arrangements may be made for the rectification of any encroachments

#### 4.5 ★ Existing premises occupied

Existing premises will be in use and occupied during the execution of the **works**. The **contractor** shall execute the works in a manner to cause the least interfere with the general routine of the occupants of the premises and minimise any nuisance from dust, noise or other causes with due regard for the safety of the occupants

4.6 ★ **Services - known**

All known existing services are described in the **contract data** indicating whether such services are to be terminated, diverted or continued in use either temporarily or permanently

## 5.0 **MANAGEMENT OF CONTRACT**

### 5.1 **Management of the works**

The **contractor** is responsible for the management of the sequence for carrying out of the **works** to avoid, inter alia, subsequent cutting or patching of finished work

### 5.2 **Progress meetings**

The **principal agent** and **contractor** shall hold meetings related to the progress of the **works** at regular intervals and at such other times as may be necessary. **Subcontractors** shall not be present at progress meetings unless specifically requested by the **contractor** or **principal agent**. The **principal agent** shall record and distribute the minutes of the meetings

### 5.3 **Technical meetings**

At the instance of the **principal agent** or the **contractor**, meetings shall be held to deal with technical and **subcontractors'** coordination matters

## 6.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS**

### 6.1 **Samples of materials**

The **contractor** shall furnish at his cost samples of materials and specimens of finishes as may be called for by the **principal agent** for his approval

### 6.2 **Workmanship samples**

The **principal agent** may instruct the **contractor** to furnish samples of workmanship for his approval. Where the **principal agent** requires an assembly of various elements of the building or installation which is not incorporated in the **works**, the **contractor** shall arrange such an assembly at the **employer's** expense. The **contract value** shall be adjusted accordingly

### 6.3 **Shop drawings**

Shop drawings are drawings, diagrams, designs, illustrations, schedules, performance charts, brochures, setting out drawings, shop details and other data which are prepared by the **contractor**, **subcontractor**, manufacturer, supplier or distributor which illustrate manufacturing details and methods of execution of work

Only shop drawings and/or samples submitted for review shall be considered by the **principal agent**. The **principal agent's** approval of shop drawings and/or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the **agreement**. The **principal agent** may refer shop drawings and/or samples to the relevant **agent** for revision and/or approval

Where shop drawings are called for:

#### 6.3.1 The **contractor** shall:

- Prepare or ensure that a **subcontractor**, manufacturer, supplier or distributor prepares shop drawings at his/their own expense
- Submit two (2) copies of shop drawings to the **principal agent** for approval
- Allow the **principal agent** reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the **principal agent**
- Ensure that shop drawings conform to the dimensions of built work