



# PRINCIPAL BUILDING AGREEMENT

## Organs of State Contract Data

Project: CONSTRUCTION OF SEODING COMMUNITY HALL

Employer: GA-SEGONYANA LOCAL MUNICIPALITY

Contractor:

Contract Date:

Bid No: 27/2023-24

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

**CONTRACT DATA**

*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*

**Principal Building Agreement**

**Edition 6.2 - May 2018**

**JBCC®**

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardization and good practice with an equitable distribution of contractual risk

**Application of JBCC® agreements**

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

**Endorsement of JBCC® agreements**

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

**Warning!**

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

**Disclaimer**

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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## A PROJECT INFORMATION

### A 1.0 Works [1.1]

|                          |   |
|--------------------------|---|
| Project name             | Construction of Seeding Community Hall  |
| Reference number         | 27/2023-24  |
| <b>Works</b> description | Construction of a New Community Hall which comprises of a stage, store room, ablution for male and female that includes paraplegic, offices, boardroom, etc., kitchen, preparatory room for male and female that also include paraplegic cubicles and a security guard house. Which includes the electrical installations, mechanical works, etc. |

### A 2.0 Site [1.1]

|                     |                           |
|---------------------|---------------------------|
| Erf / stand number  |                           |
| Township / Suburb   | Seeding Village           |
| <b>Site</b> address |                           |
| Local authority     | GA-SEGONYANA MUNICIPALITY |

### A 3.0 Employer [1.1]

|  |  |                  |                |
|--|--|------------------|----------------|
| Official Name of Organ of State / Public Sector Body | Ga-Segonyana Local Municipality  |                  |                |
| Business registration number                         |  |                  |                |
| VAT/GST number                                       | 4890117197   |                  |                |
| Country  | South Africa   |                  |                |
| Employer's representative: Name                      | Ms. Gloria Monchwe   |                  |                |
| E-mail   | gloria.monchwe@gmail.com   | Telephone number | (053) 713 9300 |
| Mobile number  |  |                  |                |
| Postal address                                       | Private Bag X 1522, KURUMAN,   |                  |                |
|  |  | Postal code      | 8460           |
| Physical address                                     | Ga-Segonyana Local Municipality, Cnr Voortrekker & School Streets, Kuruman |                  |                |
|  |  | Postal code      | 8460           |

### A 4.0 Principal agent [1.1]

|                       |   |                  |                       |
|-----------------------|---|------------------|-----------------------|
| Name                  | Botsang and Associates Consulting (PTY) Ltd               |                  |                       |
| Legal entity of above |   | Contact person   | Leonard Marumo        |
| Practice number       | 2013/186823/07  | Telephone number |                       |
|                       |   | Mobile number    | 083 392 8423          |
| Country               | RSA   | E-mail           | leonard@botsang.co.za |
| Postal address        | Postnet Suite #93, Private Bag X2, Ruimsig                |                  |                       |
|                       |   | Postal code      | 1732                  |
| Physical address      | The Gordon Office, 56 Hendrik Potgieter Rd, Florida North |                  |                       |
|                       |   | Postal code      | 2021                  |

|                               |            |                   |
|-------------------------------|------------|-------------------|
| <b>A 5.0 Agent</b> [1.1; 6.2] | Discipline | Quantity Surveyor |
|-------------------------------|------------|-------------------|

|                       |   |                  |                       |
|-----------------------|---|------------------|-----------------------|
| Name                  | Botsang and Associates Consulting (PTY) Ltd |                  |                       |
| Legal entity of above |   | Contact person   | Leonard Marumo        |
| Practice number       |   | Telephone number |                       |
|                       |   | Mobile number    | 083 392 8423          |
| Country               |   | E-mail           | leonard@botsang.co.za |
| Postal address        |   |                  |                       |
|                       |   | Postal code      |                       |
| Physical address      |   |                  |                       |
|                       |   | Postal code      |                       |

|                               |                          |
|-------------------------------|--------------------------|
| <b>A 6.0 Agent</b> [1.1; 6.2] | Discipline: Architecture |
|-------------------------------|--------------------------|

|                       |  |                  |               |
|-----------------------|--|------------------|---------------|
| Name                  |  |                  |               |
| Legal entity of above |  | Contact person   | Tuduma Lesole |
| Practice number       |  | Telephone number |               |
|                       |  | Mobile number    | 082 596 8828  |
| Country               |  | E-mail           |               |
| Postal address        |  |                  |               |
|                       |  | Postal code      |               |
| Physical address      |  |                  |               |
|                       |  | Postal code      |               |

|                               |                                 |
|-------------------------------|---------------------------------|
| <b>A 7.0 Agent</b> [1.1; 6.2] | Discipline: Structural Engineer |
|-------------------------------|---------------------------------|

|                       |  |                  |                 |
|-----------------------|--|------------------|-----------------|
| Name                  |  |                  |                 |
| Legal entity of above |  | Contact person   | Pule Ramasimong |
| Practice number       |  | Telephone number |                 |
|                       |  | Mobile number    | 083 745 8693    |
| Country               |  | E-mail           |                 |
| Postal address        |  |                  |                 |
|                       |  | Postal code      |                 |
| Physical address      |  |                  |                 |
|                       |  | Postal code      |                 |

|                               |                                 |
|-------------------------------|---------------------------------|
| <b>A 8.0 Agent</b> [1.1; 6.2] | Discipline: Electrical Engineer |
|-------------------------------|---------------------------------|

|                       |  |                  |                    |
|-----------------------|--|------------------|--------------------|
| Name                  |  |                  |                    |
| Legal entity of above |  | Contact person   | Sibusiso Mathebula |
| Practice number       |  | Telephone number |                    |
|                       |  | Mobile number    | 083 519 1801       |
| Country               |  | E-mail           |                    |
| Postal address        |  |                  |                    |
|                       |  | Postal code      |                    |
| Physical address      |  |                  |                    |
|                       |  | Postal code      |                    |

**A 9.0 Agent** [1.1; 6.2]Discipline: **Civil Engineer**

|                       |  |                  |                 |
|-----------------------|--|------------------|-----------------|
| Name                  |  |                  |                 |
| Legal entity of above |  | Contact person   | Pule Ramasimong |
| Practice number       |  | Telephone number |                 |
|                       |  | Mobile number    | 083 745 8693    |
| Country               |  | E-mail           |                 |
| Postal address        |  |                  |                 |
|                       |  | Postal code      |                 |
| Physical address      |  |                  |                 |
|                       |  | Postal code      |                 |

**A 10.0 Agent** [1.1; 6.2]Discipline: **Mechanical Engineer**

|                       |  |                  |                    |
|-----------------------|--|------------------|--------------------|
| Name                  |  |                  |                    |
| Legal entity of above |  | Contact person   | Sibusiso Mathebula |
| Practice number       |  | Telephone number |                    |
|                       |  | Mobile number    | 083 519 1801       |
| Country               |  | E-mail           |                    |
| Postal address        |  |                  |                    |
|                       |  | Postal code      |                    |
| Physical address      |  |                  |                    |
|                       |  | Postal code      |                    |

**A 11.0 Agent** [1.1; 6.2]Discipline: **Construction Manager**

|                       |  |                  |              |
|-----------------------|--|------------------|--------------|
| Name                  |  |                  |              |
| Legal entity of above |  | Contact person   | Thebe Chwene |
| Practice number       |  | Telephone number |              |
|                       |  | Mobile number    | 064 193 9713 |
| Country               |  | E-mail           |              |
| Postal address        |  |                  |              |
|                       |  | Postal code      |              |
| Physical address      |  |                  |              |
|                       |  | Postal code      |              |

**A 12.0 Agent** [1.1; 6.2]

Discipline:

|                       |  |                  |  |
|-----------------------|--|------------------|--|
| Name                  |  |                  |  |
| Legal entity of above |  | Contact person   |  |
| Practice number       |  | Telephone number |  |
|                       |  | Mobile number    |  |
| Country               |  | E-mail           |  |
| Postal address        |  |                  |  |
|                       |  | Postal code      |  |
| Physical address      |  |                  |  |
|                       |  | Postal code      |  |

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

|  |  |
|--|--|
| <b>Bills of quantities:</b> System/Method of measurement |  |
|--|--|

### B 2.0 Law, regulations and notices [2.0]

|   |  |
|---|--|
| <b>Law</b> applicable to the <b>works</b> , state country [2.1] |  |
|---|--|

### B 3.0 Offer and acceptance [3.0]

|  |  |
|--|--|
| Currency applicable to this <b>agreement</b> [3.2] |  |
|--|--|

### 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 | <b>Employer</b> |
| Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]             |                 |

| Documents comprising the <b>agreement</b>   | Page numbers |
|---|--------------|
| The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018  | 1 to 30      |
| The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018 | 1 to 14      |
| The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018               | 1 to 7       |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |

| Contract drawings – description | Number | Revision | Date |
|---------------------------------|--------|----------|------|
|                                 |        |          |      |
|                                 |        |          |      |
|                                 |        |          |      |
|                                 |        |          |      |
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|                                 |        |          |      |
|                                 |        |          |      |

**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]

|  |
|--|
|  |
|--|

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

|  |
|--|
|  |
|--|

**B 6.0 Insurances [10.0]**

| Insurances by <b>employer</b>                       |   |                       | Amount including <b>tax</b> | Deductible amount including <b>tax</b> |
|---|---|-----------------------|-----------------------------|--|
| Yes/no?   |   |                       |                             |  |
| Contract works insurance:                           |   |                       |                             |  |
|   | New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)  |                       |                             |  |
| or  | <b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)                            |                       |                             |  |
| or  | <b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> ) |                       |                             |  |
|   | <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]           |   |                       |                             |  |
| 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 tax | Deductible amount including tax |
|--|--|-----------------------|----------------------|---------------------------------|
| Yes/no?  |  |                       |                      |                                 |
|  | New <b>works</b> [10.1.1]<br>( <b>contract sum</b> or amount)  |                       |                      |                                 |
| or   | <b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2]<br>( <b>contract sum</b> or amount)                            |                       |                      |                                 |
| or   | <b>Works</b> with alterations and additions [10.3]<br>(reinstatement value of existing structures with or including new <b>works</b> ) |                       |                      |                                 |
|  | <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]                   |  |                       |                      |                                 |
| Public liability insurance [10.1.3]                |  |                       |                      |                                 |
| Removal of lateral support insurance [10.1.4]      |  |                       |                      |                                 |
| Other insurances [10.1.5]: Refer B17.0             |  |                       |                      |                                 |
| Yes/no?  | Yes  | If yes, description 1 |                      |                                 |
| Hi Risk Insurance [10.1.5.1]                       |  |                       |                      |                                 |
| Yes/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? | NO |
| If yes, description   |  |         |    |
| Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]       |  | Yes/no? | NO |
| If yes, description   |  |         |    |
| Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4] |  | Yes/no? | NO |
| If yes, description   |  |         |    |
| Supply of <b>free issue</b> [12.1.10]   |  | Yes/no? | NO |
| If yes, description   |  |         |    |



**B 8.0 Nominated subcontractors [14.0]**

| Yes/no?          | TBA | If yes, description of specialization |
|------------------|-----|---------------------------------------|
| Specialisation 1 |     |                                       |
| Specialisation 2 |     |                                       |
| Specialisation 3 |     |                                       |
| Specialisation 4 |     |                                       |
| Specialisation 5 |     |                                       |

**B 9.0 Selected subcontractors [15.0]**

| Yes/no?          | TBA | If yes, description of specialisation |
|------------------|-----|---------------------------------------|
| Specialisation 1 |     |                                       |
| Specialisation 2 |     |                                       |
| Specialisation 3 |     |                                       |
| Specialisation 4 |     |                                       |
| Specialisation 5 |     |                                       |

**B 10.0 Direct contractors [16.0]**

| Yes/no?                  | TBA | If yes, description of extent of work |
|--------------------------|-----|---------------------------------------|
| Extent of work [12.1.11] |     |                                       |
| 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 11.0 Description of sections [20.1]**

|                  |     |                               |
|------------------|-----|-------------------------------|
| <b>Section 1</b> | TBA |                               |
| <b>Section 2</b> |     |                               |
| <b>Section 3</b> |     |                               |
| <b>Section 4</b> |     |                               |
| <b>Section 5</b> |     |                               |
| <b>Section 6</b> |     |                               |
| <b>Section</b>   |     | Remainder of the <b>works</b> |

## **B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

|   |  |   |   |  |
|---|--|---|---|--|
| <b>Practical completion</b> for the <b>works</b> as a whole | Intended date of possession of the <b>site</b><br>Refer B17.0<br>[12.1.5; 12.2.22] | Period for inspection by the <b>principal agent</b><br>[19.3] | The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b><br>[12.2.7; 24.1] | <b>Penalty</b> for late completion<br>[24.1]               |
|   |  | <b>working days</b>   | Period in months  | Penalty amount per <b>calendar day</b> (excl. <b>tax</b> ) |
|   |  | 2o Days Cycle   | TBA   | TBA  |

or where **sections** are applicable

| Practical completion of a section of the works | Intended date of possession of a section<br>Refer B17.0 [12.1.5; 12.2.22] | Period for inspection by the principal agent<br>[19.3] | The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor<br>[12.2.7; 24.1] | Penalty for late completion<br>[24.1]       |
|--|---|--|--|---|
|  |   | working days   | Period in months   | Penalty amount per calendar day (excl. tax) |
|  |   |  |  |   |
| Section 1                                      |   |  |  |   |
| Section 2                                      |   |  |  |   |
| Section 3                                      |   |  |  |   |
| Section 4                                      |   |  |  |   |
| Section 5                                      |   |  |  |   |
| Section 6                                      |   |  |  |   |
| Section 7                                      |   |  |  |   |
| Section 8                                      |   |  |  |   |
| Remainder of the works                         |   |  |  |   |

| Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b> |
|--|
|  |

### B 13.0 Defects liability period [21.0]

|  |   |         |  |
|--|---|---------|--|
| Extended defects liability period: Refer B17.0 [21.13] |   | Yes/no? |  |
| If yes, description of applicable elements             | eg: Electrical reticulation / Air conditioning system / Landscaping |         |  |
|  | 13.1  |         |  |
|  | 13.2  |         |  |
|  | 13.3  |         |  |
|  | 13.4  |         |  |
|  | 13.5  |         |  |
|  | 13.6  |         |  |

**B 14.0 Payment [25.0]**

|   |                                      |    |  |
|---|--------------------------------------|----|--|
| Date of month for issue of regular <b>payment certificates</b> [25.2] | 25 <sup>th</sup> Day of the Month    |    |  |
| Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]        | Yes/no?                              | NO |  |
| If yes, method to calculate   |                                      |    |  |
| <b>Employer</b> shall pay the <b>contractor</b> within: [25.10]       | Twenty-one (21) <b>calendar days</b> |    |  |

**B 15.0 Dispute resolution [30.0]**

|  |           |  |  |
|--|-----------|--|--|
| Adjudication [30.6.1; 30.10]<br>Name of nominating body  |           |  |  |
| Applicable rules for adjudication [30.6.2]   |           |  |  |
| Arbitration [30.7.4; 30.10]<br>If Yes, name of nominating body<br>* If No, then dispute will be referred to litigation | Yes/no? * |  |  |
| Applicable rules for arbitration [30.7.5]  |           |  |  |

**B 16.0 JBCC® General Preliminaries - selections**

|   |                              |         |  |
|---|------------------------------|---------|--|
| Provisional bills of quantities [P2.2]  | Yes/no?                      |         |  |
| Availability of construction information - is the construction information complete? [P2.3] | Yes/no?                      |         |  |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1]               |                              |         |  |
| Previous work - <b>defects</b> - details of previous contract(s) [P3.2]                     |                              |         |  |
| Inspection of adjoining properties - details [P3.3]   |                              |         |  |
| Handover of <b>site</b> in stages - specific requirements [P4.1]                            |                              |         |  |
| Enclosure of the <b>works</b> - specific requirements [P4.2]                                |                              |         |  |
| Geotechnical and other investigations - specific requirements [P4.3]                        |                              |         |  |
| Existing premises occupied - details [P4.5]   |                              |         |  |
| Services - known - specific requirements [P4.6]   |                              |         |  |
| Water [P8.1]  | By <b>contractor</b>         | Yes/no? |  |
|   | By <b>employer</b>           | Yes/no? |  |
|   | By <b>employer</b> – metered | Yes/no? |  |
| Electricity [P8.2]  | By <b>contractor</b>         | Yes/no? |  |
|   | By <b>employer</b>           | Yes/no? |  |
|   | By <b>employer</b> – metered | Yes/no? |  |
| Ablution and welfare facilities [P8.3]  | By <b>contractor</b>         | Yes/no? |  |
|   | By <b>employer</b>           | Yes/no? |  |

|  |  |
|--|--|
| Communication facilities - specific requirements [P8.4]  |  |
| Protection of the <b>works</b> - specific requirements [P11.1]   |  |
| Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2] |  |
| Disturbance - specific requirements [P11.5]  |  |
| Environmental disturbance - specific requirements [P11.6]  |  |

## B 17.0 Changes made to JBCC® documentation

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

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® 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 authorized representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

**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**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and 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]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 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:

#### 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 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 possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

#### 10.1.5.1.4 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 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

## 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** 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)

## 19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

## 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

## 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

## 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

## 29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4 : The **contractor's** estate has been sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5 : The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☐

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

### C 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 |  |

### C 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

#### Payment methods

|          |  |
|----------|--|
| 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

### C 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%)<br/>Value-related - Fifteen per cent (15%)<br/>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  |

## C 5.0 TENDER CLOSING

|                                   |   |      |        |
|-----------------------------------|---|------|--------|
| Tender closing date               | 12 <sup>th</sup> June 2024                  | Time | 12:00  |
| Tender submission address         | Tender Box at the Ga-Segonyana Municipality |      |        |
| Tender may be submitted by e-mail | yes/no?                                     | NO   | E-mail |



**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 1.0 FORM OF TENDER****D 1.1 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      |  |

**D 1.2 Acceptance of tender conditions**

By submission of this tender to the **contractor** the tenderer offers and agrees to execute and complete the **subcontract 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 **contractor** should the tender validity period not be honoured

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

**D 1.3 Tender amount compilation**

|  |  |   |        |
|--|--|---|--------|
|  |  |   | Amount |
| Tenderer's <b>subcontract</b> work excluding <b>tax</b>                |  |   |        |
| <b>Tax</b>   |  | % |        |
| Total tender amount including <b>tax</b>                               |  |   |        |
| Total <b>subcontract</b> 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 |  |