

**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY
SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA
FROM THE TENDER (RFP002-2025/26)**

PART C1: AGREEMENT AND CONTRACT DATA

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA FROM THE TENDER (RFP002-2025/26)

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO RFP002-2025/26.: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA FROM THE TENDER (RFP002-2025/26).

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) _____

(in figures) R _____

The Tenderer confirms that he has read the Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the Tenderer:

(Insert name and address of organisation)

Name & Signature of Witness _____

Date _____

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C1.1 FORM OF OFFER AND ACCEPTANCE

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
- C.5 Annexures.
 - o Annexure A Occupational Health and Safety Specification
 - o Annexure B ISMS Tender Drawings & Specifications
 - o Annexure C Form of Design Indemnity
 - o Annexure D Cession of Rights

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: *(of person authorised to sign the acceptance)*

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organisation)*

Address:

Telephone number: _____ **Fax number:** _____

AS WITNESS

Signature: _____ **Name:** *(in capitals)* _____

Date: _____

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C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** _____
Details: _____

2. **Subject:** _____
Details: _____

3. **Subject:** _____
Details: _____

4. **Subject:** _____
Details: _____

5. **Subject:** _____
Details: _____

6. **Subject:** _____
Details: _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer this process of offer and acceptance.

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C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

C: SCHEDULE OF DEVIATIONS

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer: *(Name and address of organisation)*

Witness:

Signature: _____

Name: _____

Date: _____

FOR THE EMPLOYER

Signature: _____

Name: _____

Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____

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C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

The JBCC (Joint Building Contracts Committee) Principal Building Agreement – Edition 6.2 – May 2018”, as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

2. PRELIMINARIES

The JBCC (Joint Building Contracts Committee) General Preliminaries - May 2018, as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

3. TRADE PREAMBLES

The “General Preambles for Trades (2017 Edition)”, as recommended by The Association of South African Quantity Surveyors shall apply to this contract and is obtainable from The Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

4. PRINCIPAL BUILDING AGREEMENT CONTRACT DATA

The details are stated in the schedule named “Principal Building Agreement Contract Data”.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These special Conditions of Contract generally contain clauses that are either deemed to be additions, elaborations or variations to the General Conditions of Contract. Accordingly, these Special Conditions of Contract must be read in conjunction with the General Conditions of Contract and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable. In addition, it shall be deemed that any reference to Contractor shall mean Principal Building Contractor, as defined in the JBCC Principal Building Agreement.

2. SCOPE OF THE CONTRACT

The scope of the contract for each Tender option/s, if applicable, is described in the Specifications, Drawings, Bills of Quantities, Contract Conditions and the Contract Variables, as applicable.

3. CONFIDENTIALITY

It shall be deemed that the details of the contract documents shall be treated as private and confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the Principal Agent in writing.

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works. No information regarding this project shall be published or disclosed without the prior written consent of the Employer.

4. PROGRAMME

The Contractual Commencement and Completion dates and any other relevant dates for this contract are stated in the "JBCC PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA".

Time, cost and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the contract programme prepared and issued in Microsoft Project Programming Software, detailing each activity and duration is submitted by the Contractor, in accordance with the tender requirements, and as amended in conjunction with the Principal Agent and/ or other Agents, shall be the basis of monitoring progress on the project. The programme is to include construction activities, long lead procurement schedules, information required schedules, tenant information schedules and sub-contractor appointment schedules.

The Process to be adopted in finalising the programme shall be as follows:

- The Construction Project Manager and/ or Principal Agent shall evaluate the programme to ensure the completeness of the work programmed, accuracy of the durations, relevance and completeness of the logic, dates on which information are requested, times allowed for long lead items and subcontractor appointment dates.
- Any shortcomings and/ or further requirements shall be clearly indicated in a programme assessment report and issued to the contractor for correction and additions.
- The contractor shall effect amendments to the programme based on the above and the final contract programme shall be signed-off by the Project Team and shall be deemed to be the baseline/ target contract programme. This programme, and the progress therein, (and relevant authorised revisions), will form the basis of adjudication of all clauses relating to time as specified in the contract document. The submission of the programme and the dates therein shall not excuse or relieve the principal building contractor or its parties from completing the project within the timeframe specified in the contract documents.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

4. PROGRAMME (CONTINUED)

- The contractor shall update the contract/project programme at any time when the works been developed do not, or may not correspond to that originally programmed, or as formally instructed by the Project Manager and/ or Principal Agent. It shall be deemed that the principal building contractor has, when updating or developing the programme, consulted with the relevant project team members as well as the relevant nominated and selected sub-contractors regarding procurement period, specifications and sequencing required.

The process to be adopted for **PROGRESS REVIEW** shall be as follows:

- The Project Manager and/ or Principal Agent, and the Contractor shall conduct a progress review on a pre-determined weekly interval. The progress for each activity of the works shall be evaluated, agreed upon and recorded in a report.
- The progress review shall incorporate procurement of long lead items, information release, fit-out information and sub-contractor appointments.

The following information shall be recorded for each activity:

- Actual start dates of the planned activities (if started),
- Actual finish dates of the planned activity (if completed),
- Estimated remaining durations of the planned activities that are still in progress,
- Suspend and resume dates if a planned activity is suspended, and
- Log text of delays incurred to planned activities.

The result after the progress update must be closely evaluated and the relevance and accuracy of the results must be checked.

NOTE:

- The Contractor is not permitted to make any changes to the Contract Programme without agreement by the Project Manager and/ or Principal Agent.
- Extension of time claims due to inclement weather, late information, or any other reason shall far as practical, be evaluated the moment it is submitted and the effect on the contractual end date determined.
- A decision shall as far as practical be made immediately on the number of days to be granted to the contractor, if any.
- Claims that have no effect on the critical path shall be so recorded.
- A summary of the extension of time claims submitted, for both inclement weather and contractual claims must be included in the joint progress report.

5. DAMAGE TO THE WORK

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property. The contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

6. COMMUNICATION, MEDIA RELEASES, ETC.

The contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the Employer and/ or the Principal Agent.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

The contractor shall not, without the written consent of the Principal Agent, cause any statement or advertisement to be printed, screened or aired by the media.

7. COPYRIGHT

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **author**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

8. ESCALATION

This contract shall be a **Fixed Price** and is **not subject to any CPAP (Contract Price Adjustment Provisions)**.

FOR CONSIDERATION

This contract shall **be subject to Contract Price Adjustment Formulae such as the Haylett Formulae or similar, after a period of 12 months since tender closing has elapsed (subject to agreement between the successful tenderer and client)**, which shall be dependent on the tender offer accepted. In this regard, it is deemed that for the fixed price option, the contract amount includes for any potential increases (except any variation in the rate of value added tax) in the cost of labour, materials, transport, etc.

The option applicable to this contract is as indicated below:

Option 1 – Subject to Escalation Price Contract

TBC

Option 2 – Fixed Price Contract

Key: ☒ - Tender Option Applicable
☐ - Not Required for this Tender

Fixed for
12 months

9. WORKMANSHIP AND QUALITY CONTROL

The Contractor shall execute the work in accordance with and as described in the document referenced as “Construction Works: Specifications, as prepared by the Department: Public Works Republic of South Africa – PW 371, EDITION 2.0 July 2013”. The document is freely available for download from the website www.publicworks.gov.za.

The contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The contractor's attention is drawn to the normal standards (as prescribed by SANS 10400 and amplified in ‘General Preambles to Trades [2017] and trade specific modification thereto) regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the **Principal Agent** for examination, the contractor shall furnish the **Principal Agent** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

Notwithstanding the approval of these above-mentioned tests by the **Principal Agent**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the defect's liability period.

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10. REPORTING OF ACCIDENTS/ INCIDENTS

In addition, to any statutory obligations the contractor shall, as soon as practical, report to the Principal Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If requested, the contractor shall submit a report in writing to the Principal Agent within 12 hours of such request, setting out the full details of the occurrence. The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

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1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

11. IDENTIFICATION OF PERSONNEL

All personnel that are utilised on the project by the contractor and its sub-contractors, are at all times whilst on site, be clothed with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

- A photograph of the personnel concerned;
- The identification numbers of the personnel concerned; and,
- The name of company concerned

In addition, to that stated above, the contractor shall adhere to the premises security rules and regulations. No personnel will be permitted to work on the project until this condition is adhered to.

All personnel must have valid RSA identification documentations and have successfully passed all client required security checks.

Refer to Stage 04 – Security Verification for full details.

12. INTERVENTION AT MANUFACTURE AND/ OR SUPPLIER AND/ OR SUB-CONTRACT LEVEL

The employer and its agents reserve the right to discuss and liaise on any issue pertaining to this contract with the contractor's service providers i.e. Manufacturers and/ or suppliers and/ or sub-contractors concerned (Nominated and Selected and Domestic). This right shall not create privity of the contract between the employer and/ or its agents and the said manufacturer and/ or supplier and/ or sub-contractors, (Nominated and Selected and Domestic).

13. ALTERATIONS IN THE QUANTITY AND VALUE OF WORK

The employer and/ or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and/ or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum.

14. CHANGES IN THE SCOPE OF WORK

The contractor acknowledges that whilst drawings have been prepared for this project, the scope of work and value of the contract may be substantially altered and that no claims for loss and expense shall be due by the employer for implementing any changes that may become necessary. It shall be deemed that the contract amount includes for all costs that may arise due to compliance with this clause.

15. MARKET RELATED WAGE RATES

The wage rates payable for labour in any category is deemed to be not less than the lessee of:

- Statutory wage rates in any labour category in the project locality; and
- The SAFCEC, NBCEI or similar recommended minimum rates applicable at any time during the duration of the contract.

The Contractor shall demonstrate compliance with this requirement on a monthly basis.

16. TREASURES, RELICS, ETC.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the **PRINCIPAL AGENT**. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the **PRINCIPAL AGENT** instructs the contractor to continue with the work.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the **PRINCIPAL AGENT** who shall be the sole arbitrator of what is an article of value.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

17. PRICED BILLS OF QUANTITIES

The Contractor shall submit the Priced Bills of Quantities at the date of the tender closing.

18. LUMP SUM PRICE BREAKDOWN

Where items in the Tender document are measured as lump sums, the contractor shall, upon request submit a detailed Priced Bills of Quantities for each lump sum item **WITHIN TEN (10) DAYS OF NOTICE OF AWARD OF CONTRACT**, which shall be prepared in accordance with the latest edition of the standard system of Measuring Building Work including any subsequent amendments thereto, which will thereafter form part of the contract and shall be used for the purposes of preparing valuation certificates, determining the value of variation orders, preparation of final account, etc.

19. PRICES AND NET MEASUREMENTS

Prices throughout these bills of quantities shall be deemed to include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packing's.

Prices for all items contained in these bills of quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value-Added Taxation Legislation. A provision for the addition of VAT shall be made on the summary page of the contract document and final statement of accounts, as applicable.

20. AMENDMENTS TO SCOPE OF WORK PRIOR TO TENDER AWARD

The Contractor is advised that certain portions of the scope of work may be adjusted/ omitted subject to the Client's approval of the adjustments/ omissions and can only be affected prior to the issuance of the Letter of Intent to Award. Any cost associated with the imminent scope change must be included in the overall price, as claims for additional costs/ loss and expense will not be entertained.

21. WARRANTIES

The contractor undertakes to perform the work in accordance with the terms and the conditions of the contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/ suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

22. OVERLOADING

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the Principal Agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.

23. BLACK ECONOMIC EMPOWERMENT

The contractor shall comply with the Employers Black Economic Empowerment Policies.

24. ADVERTISING RIGHTS

The Employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the Principal Agent so as not to hinder the contractor in meeting his obligations under this agreement.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

25. MEDIA RELEASES

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the Employer. The contractor together with his subcontractors shall not, without the prior written consent of the Employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media.

26. STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable SANS 2001 Standards for Construction Works shall apply, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

27. EXISTING PREMISES OCCUPIED

Where circumstances arise that the works programmed to be executed interferes with the general routine of the occupants, the contractor is to advise the Principal Agent forty-eight (48) hours before the commencement of said works.

Notwithstanding anything to the contrary in the agreement, the contractor acknowledges that access to the works and sections after the date of practical completion is subject to the prior consent of the Principal Agent, and in turn subject to the consent of the occupants or management of that part of works.

28. PROTECTION

All surfaces, particularly those that remain unfinished such as stone work, existing original tiles/floor finishes, timber work etc., should be kept safe from damage and protected where necessary. Where protection is used this should be made out of soft board or plywood boards and must not be directly fixed to the area that is being protected. Corners of window frames, sandstone projections etc. should be protected from damage, particularly in high traffic areas.

All ironmongery, fittings or materials temporarily removed to aid the construction process or for safe keeping from potential damage should only be done so with the express permission of the architect and heritage consultant. These should be individually labelled and packed for safe keeping and future re-installation.

29. SITE WORKS

The site should be kept secure at all times.

Areas used for the storage of building materials, establishing of a site office, parking etc. are to be confirmed with the architect and heritage consultants.

The extents of the area being used for building works should be clearly defined and no works, storage or disposal of materials should occur beyond these.

Caution should be taken when delivering materials and accessing the site to ensure that no damage is done to the existing building, retain walls etc.

30. FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the Employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/ or the contract, as applicable.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

31. ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the DTIC in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Principal Agent in writing.

The contractor shall provide access permits for staff and vehicles, uniforms, PPE, identification cards for all personnel accessing the area of the works, including subcontractors.

32. SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Principal Agent and other agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Principal Agent and other agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the contractor's account.

33. PARTNERING

The Employer, its agents and the contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the Employer and/ or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the Employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

In turn, the Employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

34. TESTING AND COMMISSIONING

The Contractor shall provide the tests in accordance that described in the document referenced as "Construction Works: Specifications, as prepared by the Department: Public Works Republic of South Africa – PW 371, EDITION 2.0 July 2013".

The contractor and / or sub-contractors shall commission and test the entire installation at his own expense, including provision of electrical power supplies, water supplies, fuel and all test equipment. Such testing is to be done in the presence of the Principal Agent, who shall have been notified of the dates and approximate duration of the tests, sufficiently in advance so as to allow attendance at such tests.

35. CONTRACTORS RESPONSIBILITY

The Employer, the Principal Agent and the other professional consultants shall not be responsible for any act or omission on the part of the contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other certificate, has been approved.

36. METHOD STATEMENT

The contractor shall produce, when required to do so by the Principal Agent, a method statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the Principal Agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the works. The method statement developed shall be project specific.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

37. QUALITY CONTROL AND QUALITY ASSURANCE

The contractor shall be required to provide suitably qualified and experienced staff capable of executing the work to the required standard and quality.

Definitions

The following definitions are applicable:

Quality Policy: The overall intentions and direction of an organisation as regards quality.

Quality System: The organisational structures, responsibilities, procedures, processes and resources for implementing quality policy.

Quality Control: The operational techniques and activities that are used to fulfil requirements of quality.

Quality Assurance: All those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.

38. QUALITY CONTROL AND QUALITY ASSURANCE (CONTINUED)

General:

The contractor shall submit his quality policy and comprehensive quality system proposals prior to appointment and within one week of being requested by the Principal Agent to do so. The quality system shall be drawn up to meet the requirements set out herein and incorporating all additional requirements and controls the contractor considers necessary for effective quality control and assurance of products and service. The contractor shall provide dedicated and experience staff capable for implementing the proposed quality system.

The Principal Agent shall comment on the quality system within two weeks of receipt of same from the contractor, outlining additions or amendments considered necessary for acceptance of the quality systems. The contractor shall meet with the Principal Agent and amend the contents of the quality systems according to the Principal Agent's comments.

Amendments to the system shall be made within one week of the Principal Agent's comments. Upon final acceptance of the quality system, it shall form a quality manual which shall, inter alia, contain the following:

- Quality policy.
- Organisational goals and structures.
- Internal audit plan incorporating resources, documentation, procedures and processes, etc.
- Record keeping.
- Reports: format and content.
- Follow up actions and audit finding.
- Testing: including outside testing by CSIR, SANS, PCI and others.
- Measurement control.
- Non-conformance: identification, review, corrective action, prevention of recurrence, etc.

The acceptance of the quality system by the Principal Agent does not supersede or negate any other quality control conditions stipulated elsewhere in the contract documents and in the instance of contradiction of requirements being identified, specific requirements shall override general requirements. Acceptance of the system by the Principal Agent shall not in any way supersede, negate or alter the intent, content or interpretation of the specification or conditions of contract specified elsewhere in the contract documents. Acceptance of the system by the Principal Agent does not in any way relieve the contractor of his responsibility to satisfy the conditions of contract and to achieve and maintain the specified standards. The quality system is an audit procedure and does not necessarily describe the contractor's total responsibility in terms of quality control.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

38. QUALITY CONTROL AND QUALITY ASSURANCE (CONTINUED)

The Principal Agent may from time to time call for the quality control assurance data sheets for random checking of:

- The manner in which the system is being administrated
- The technical acceptability of the contents of the sheets, and
- The effectiveness of the system in controlling the attainment of the required end product.

If the system is found to be inadequate or ineffective the Principal Agent will have the right to declare the system or parts thereof as being areas of "non-performance". In the event of the Principal Agent instructing the contractor by an architect's instruction of an area of "non-performance" the following options may be implemented by the principal agent at no additional costs to the employer and without any claim for delays.

The structure for approval may be altered necessitating the signature of quality control and assurance data sheets by designated agents before work of a particular nature and/or in a particular area can proceed through the various check stages of the system.

The structure of the system may be altered by extending the detail of checking required by the system and/or the frequency at which check sheets have to be produced.

The geographical boundaries of a typical checking operation may be altered thereby requiring the contractors to perform more comprehensive checks on smaller portions of the work.

The contractor shall react immediately to an instruction by the Principal Agent regarding any alteration to the procedure of the system. On receipt of an instruction on any non-performance from the Principal Agent the contractor shall not proceed with any of the affected work until acceptance of the revised procedure has been obtained from the Principal Agent.

Once the Principal Agent is satisfied that the revised quality control and assurance procedures are effective, the contractor will be informed by means of an official Principal Agent's instruction of the extent to which the system may revert to the principle of management by exception. It is envisaged that the system should generally operate on such a basis and providing the results are satisfactory, the contractor is not expected to attain approval by countersignature of every quality control data sheet.

In instances where up-front inspection is an industry norm (e.g., inspection of reinforcing by the structural engineer) or where the specification demands such inspection, the contractor must take this into account when compiling the quality control system.

It is envisaged that "samples and mock-ups" shall be extensively used to define the accepted standards of workmanship and materials to be used. The contractor shall also prepare and maintain a register of all samples indicating numbers, date, bill of quantities and specification reference, approval and relevant documents. The Principal Agent will submit a quality report indicating areas of concern with regard to the quality of the project. The contractor is to remedy the works within a two-week period or supply the Principal Agent with a programme indicating the duration of remedial work for specific items. Such programme will be subject to the reasonable approval of the Principal Agent.

39. OMISSION FOR WORK FOR WHICH PROVISIONAL SUMS HAVE BEEN ALLOWED

The selected / nominated subcontract amounts allowed in these bills of quantities include work to be executed in accordance with employer's requirements. The contractor accepts that, such work may, at the Principal Agent's discretion, be omitted from this contract and executed under separate contract/s. In such case, the contractor shall allow access to the handed over areas of the works to allow such separate contractors to proceed with such work prior to handover and/or expiry of the defect's liability period.

The contractor hereby accepts that he shall not be entitled to any profit mark-up on the omitted work and that no claim for loss of profit shall be entertained.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

40. SPECIAL TASKS

The Employer shall have the right to employ other contractors to execute any special tasks whether contained in this contract or not, concurrently with the works being executed under this contract.

The contractor shall not be entitled to any profit and / or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the contractor is advised that the special tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

41. INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES

The contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or Instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not clear, the contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or Instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the Principal Agent's office and shall bear the Principal Agent's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorised drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Principal Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

Precedence of documentation

1. Contract Data
2. Specifications
3. Drawings
4. Bill Of Quantities

42. AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the contractor has allowed in the contract amount for the Construction Project Manager / Site Agent, Senior Foreman, Quantity Surveyor, and Construction Health and Safety Officer for the management of direct contracts, throughout the direction of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 24 (twenty-four) hours on receipt of notice, either written or verbal, from the Principal Agent.

43. LOCAL LABOUR

It is deemed that the contractor shall, as far as possible, maximise the use of labour from the area in which the project is located.

44. REMOVAL AND MAKING GOOD TEMPORARY WORKS ETC. ON COMPLETION

The contractor shall remove (except where specifically stated otherwise) all temporary works, roads, hoardings, services and the like used for this contract and shall make good to the entire satisfaction of the Principal Agent any damage resulting therefrom.

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C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

45. EQUALLY APPROVED MATERIAL

Where reference is made to a particular trade name or product, the Tenderer is to note that the term equally approved applies in all instances. Where the Tenderer chooses to investigate and price a product that they consider to be equally approved to that stated, the Tenderer is required to provide evidence consisting of Drawings, specifications and product catalogues with their Tender. Such information needs to satisfy the adjudicators that the alternative proposed is in fact equally approved. The Client is not obliged to accept any alternative proposed.

46. PRECONTRACT ENGAGEMENT

Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained.

47. SPECIFIC PRELIMINARIES

Contractors are to refer to the specific preliminaries contained within the priced bills of quantities.

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA FROM THE TENDER (RFP002-2025/26)

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA

The Clause References and Principal Contract Data provided in the table below must be read in conjunction with the Standard JBCC Principal Contract Data Form for Information provided by the Employer.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project Name	APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA FROM THE TENDER (RFP002-2025/26)
Contract Reference Number	RFP002-2025/26
Works Description	Integration of the campus systems. The project scope is further defined in part C3 of the bid document.

A 2.0 Site [1.1]

Erf / Stand Number	86
Township / Suburb	Trevenna
Site Address	77 Meintjies Street, Sunnyside, Pretoria, Gauteng
Local Authority	City of Tshwane Metropolitan Municipality

A 3.0 Employer [1.1]

Name	Rainprop RF (Pty) Ltd		
Legal Entity of Above	Rainprop RF (Pty) Ltd		
Country	Republic of South Africa		
Contact Person	Khaya Ncwana		
Telephone Number	012 440 6900		
Email	khaya@rainprop.co.za		
Postal Address	77 Meintjies Street, Block B Ground Floor, The Dtic Campus, Sunnyside, Pretoria	Code	0002
Physical Address	77 Meintjies Street, Block B Ground Floor, The Dtic Campus, Sunnyside, Pretoria	Code	0002

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C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)

A 4.0

A 13.0 Electronic Engineer (ISMS) [1.1; 6.2]

Name	SAJ Engineering		
Legal Entity of Above	Private Company		
Country	Republic of South Africa		
Contact Person	Steyn de Lange		
Telephone Number	073 660 6012		
Email	steyndelanges@outlook.com		
Postal Address	99 Featherview, Falls Road, Mogale City	Code	1759
Physical Address	99 Featherview, Falls Road, Mogale City	Code	1759

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of Quantities: System/ Method of measurement	N/A
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B 2.0 Law, Regulations and Notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and Acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand (R)
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	The Client: Rainprop RF (Pty) Ltd
Number of copies of contract information issued to the contractor at no cost [5.6]	Two (2)
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT FOR THE INTEGRATED SECURITY SOLUTION AND IMPLEMENTATION FOR the dtic CAMPUS, TRAVENNA, SUNNYSIDE PRETORIA FROM THE TENDER (RFP002-2025/26)

The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
The Priced Bill of Quantities	BOQ 116 to BOQ 126

Contract drawings – description	Number	Revision	Date
Refer to Annexure B for Tender Drawings & Specifications	-	-	-

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]
Electronic Engineer (ISMS)

Principal agent's and agent's interest or involvement in the works other than a professional interest [6.3]
None

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)

B 6.0 Insurances [10.0]

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

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 6.0 Insurances [10.0] (Continued)**

And/ or

Insurances by contractor			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the Contract Sum + 20% per claim	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	-
	Free issue [10.1.1; 10.2] where applicable included in the contract works insurance		N/A	-
	Escalation, professional fees and reinstatement costs if not included above		N/A	-
Total of the above contract works insurance amount			To the minimum value of the Contract Sum + 20% per claim	minimum value of R60 000.00
Supplementary insurance [10.1.2] (SASRIA)			R 30 Million	R 50 000.00
Public liability insurance [10.1.3]			R 30 Million	R 50 000.00
Removal of lateral support insurance [10.1.4]			N/A	N/A
Other insurances [10.1.5]				
Yes/ no?	No	If yes, description 1	N/A	N/A

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/ no?	Yes
If yes, description	Operational campus with employees. Building under construction will be empty.		
Restriction of working hours [12.1.2]		Yes/ no?	Yes
If yes, description	The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Principal Agent , in advance.		
Natural feature and known services are to be preserved by the contractor [12.1.3]		Yes/ no?	No
If yes, description	To be indicated at the compulsory briefing and at site handover		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/ no?	Yes
If yes, description	Work areas and restricted areas shall be defined at the compulsory briefing and at site handover Further restrictions to site access All employees of the contractor and his sub contractors to be RSA citizens All employees, sub contractors to follow the below procedure: 1.0 The principal agent will collect and submit the following documents from the contractor to the dtic VFU: Applicant Consent form - signed and dated Declaration of Secrecy – signed and dated Copy of valid RSA Identification document. (all workers to be RSA citizens) 2.0 an appointment for the contractors to come for electronic fingerprints to the VFU. At least two weeks before the commencement of the works. Mondays and Tuesdays between 09h00 and 12h45. (20 people per day) 3.0: The VFU will submit the fingerprints to the service provider and the balance of the days of the week would be reasonable sufficient time for the service provider to provide feedback on the fingerprints and the VFU to evaluate the outcome.		
Supply of free issue [12.1.10]		Yes/ no?	No
If yes, description	Not Applicable		

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Direct Contractors [16.0]

Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 10.0 Description of sections [20.1]

(The block numbers referenced has no bearing to the actual building names.)

Section 1	Block 1
Section 2	Block 2
Section 3	Block 3
Section 4	Block 4
Section 5	Block 5
Section 6	Block 6
Section 7	Block 7

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

Practical completion for the works as a whole	Intended date of possession of the site [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
	N/A	N/A	N/A	N/A

Or where sections are applicable

The overall contract period is 24 months. The sections below display the duration per block. There will be 30 days/month hard stop between each block to allow for the block to be emptied and work to start.

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
Section 1		7 DAYS	75 days	0.031% of the contract sum
Section 2		7 DAYS	75 days	0.031% of the contract sum
Section 3		7 DAYS	75 days	0.031% of the contract sum
Section 4		7 DAYS	75 days	0.031% of the contract sum
Section 5		7 DAYS	75 days	0.031% of the contract sum
Section 6		7 DAYS	75 days	0.031% of the contract sum
Section 7		7 DAYS	100 days	0.031% of the contract sum

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)

Criteria to achieve practical completion not covered in the definition of practical completion
On achievement of practical completion, the contractor is to hand over certificates and manuals, etc. related to the works as listed below: • Electrical Certificate of Compliance. • SANS 10222-2 Compliance • All documentation to comply with statutory and legislative requirements. • Draft handover pack ○ As-built drawings ○ Commissioning data ○ Operating and maintenance manuals ○ Training register

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30th	
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	To be agreed between parties
Applicable rule for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process
Arbitration [30.7.4; 30.10] Name of nominating body	As appointment by the Chairman of the Association of Arbitrators South Africa
Applicable rule for arbitration [30.7.5]	as determined by the appointed Arbitrator

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 14.0 JBCC General Preliminaries – selections**

Provisional bills of quantities [P2.2]		Yes/ no?	Yes
Availability of construction information [P2.3]		Yes/ no?	Yes
Previous work – dimension accuracy – details of previous contract(s) [P3.1]		The Contractor to verify all dimensions on site and report any discrepancies.	
Previous work – defects – details of previous contract(s) [P3.2]		The Contractor is to inspect and document all defects in a form of report prior to commencement of the works.	
Inspection of adjoining properties – details [P3.3]		The Contractor is to inspect all adjoining structures and document all defects in a form of report prior to commencement of the works.	
Handover of site in stages – specific requirements [P4.1]		Refer to B 11.0 (Contract Data)	
Enclosure of the works – specific requirements [P4.2]		Hoarding off to working areas. Dust and noise disturbance to all buildings are not in construction or being worked on.	
Geotechnical and other investigations – specific requirements [P4.3]		Not Applicable	
Existing premises occupied – details [P4.5]		Working Areas will not be occupied. Adjacent buildings will be occupied and operational.	
Services – known – specific requirements [P4.6]		None	
Water [P8.1]	By contractor	Yes/ no?	Yes
	By employer	Yes/ no?	No
	By employer – metered	Yes/ no?	No
Electricity [P8.2]	By contractor	Yes/ no?	Yes
	By employer	Yes/ no?	No
	By employer – metered	Yes/ no?	No
Ablution and welfare [P8.3]	By contractor	Yes/ no?	Yes
	By employer	Yes/ no?	No
Communication facilities – specific requirements [P8.4]		Email, Telephone, etc.	
Protection of the works – specific requirements [P11.1]		The Contractor is to protect the works undertaken by others from damage during the execution of the contract. The cost of rectification as a result of any damages, should they occur, shall be for the contractor's account.	
Protection/ isolation of existing works and works occupied in sections – specific requirements [P11.2]		If Applicable the Contractor maybe required to provide hoarding to areas of works, in accordance with the Principal Agent's instructions.	
Disturbance – specific requirements [P11.5]		As prescribed in the General Preliminaries	
Environmental disturbance – specific requirements [P11.6]		Refer to Annexure A Occupational Health and Safety Specifications	

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation**

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
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
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)
Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]
Clause 6.0 - Employer's agents
Delegated authority:
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:
1. Architect
1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works
1.2 Contract instructions [6.2; 17.1] :
1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
1.2.3 The site [13.0]
1.2.4 Compliance with the law, regulations and by laws [2.1]
1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

1.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
1.2.7	Removal or re-execution of work
1.2.8	Removal or substitution of any materials and goods
1.2.9	Protection of the works
1.2.10	Making good physical loss and repairing damage to the works [23.2.2]
1.2.11	Rectification of defects [21.2]
1.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
1.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums
1.2.14	Appointment of a subcontractor [14.0; 15.0]
1.2.15	Work by direct contractors [16.0]
1.2.16	On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]
1.2	Contract instructions [6.2; 17.1] :
1.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
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 shall be delegated to the quantity surveyor
2.2.2	Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement.
2.2.3	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.
2.2.4	Expenditure of budgetary allowances, prime cost amounts and provisional sums.
3.	Civil and structural engineer
3.1	Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works
3.2	Contract instructions [6.2; 17.1] :
3.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
3.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
3.2.3	The site [13.0]
3.2.4	Compliance with the law, regulations and by laws [2.1]
3.2.5	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works
3.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
3.2.7	Removal or re-execution of work
3.2.8	Removal or substitution of any materials and goods
3.2.9	Protection of the works
3.2.10	Making good physical loss and repairing damage to the works [23.2.2]
3.2.11	Rectification of defects [21.2]
3.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
3.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

4. Mechanical engineer
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
4.2 Contract instructions [6.2; 17.1] :
4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
4.2.3 Compliance with the law, regulations and by laws [2.1]
4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works
4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
4.2.6 Removal or re-execution of work
4.2.7 Removal or substitution of any materials and goods
4.2.8 Protection of the works
4.2.9 Making good physical loss and repairing damage to the works [23.2.2]
4.2.10 Rectification of defects [21.2]
4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums
4.2.13 Appointment of a subcontractor [14.0; 15.0]
4.2.14 Termination of a nominated n/s subcontract agreement [27.2.8]
4.2.15 Work by (a) direct contractor(s) [16.0]
4.2.15 Access by other or previous contractors to remedy defective work.
4.2.17 Removal from the site of any person employed on the works
4.2.18 Removal from the site of any person not engaged on or connected with the works
4.2.19 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]
5. Electrical engineer
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 by laws [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]
5.2.10 Rectification of defects [21.2]
5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

5.2.13 Appointment of a subcontractor [14.0; 15.0]
5.2.14 Termination of a nominated n/s subcontract agreement [27.2.8]
5.2.15 Work by (a) direct contractor(s) [16.0]
5.2.15 Access by other or previous contractors to remedy defective work.
5.2.17 Removal from the site of any person employed on the works
5.2.18 Removal from the site of any person not engaged on or connected with the works
5.2.19 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]
6. Fire consultant
6.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works
6.2 Contract instructions [6.2; 17.1] :
6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
6.2.3 Compliance with the law, regulations and by laws [2.1]
6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works
6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
6.2.6 Removal or re-execution of work
6.2.7 Removal or substitution of any materials and goods
6.2.8 Protection of the works
6.2.9 Making good physical loss and repairing damage to the works [23.2.2]
6.2.10 Rectification of defects [21.2]
6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums
6.2.13 Appointment of a subcontractor [14.0; 15.0]
6.2.14 Termination of a nominated n/s subcontract agreement [27.2.8]
6.2.15 Work by (a) direct contractor(s) [16.0]
6.2.15 Access by other or previous contractors to remedy defective work.
6.2.17 Removal from the site of any person employed on the works
6.2.18 Removal from the site of any person not engaged on or connected with the works
4.2.19 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]
7. Wet services engineer
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA
7.1 Duties [6.2] : The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works
7.2 Contract instructions [6.2; 17.1] :
7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
7.2.3 Compliance with the law, regulations and by laws [2.1]
7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works
7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
7.2.6 Removal or re-execution of work
7.2.7 Removal or substitution of any materials and goods
7.2.8 Protection of the works
7.2.9 Making good physical loss and repairing damage to the works [23.2.2]

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

7.2.10 Rectification of defects [21.2]
7.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
7.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums
8. Electronic engineer
8.1 Duties [6.2] : The electronic engineer is responsible for all aspects of electronic engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electronic installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions
8.2 Contract instructions [6.2; 17.1] :
8.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement
8.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
8.2.3 Compliance with the law, regulations and by laws [2.1]
8.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works
8.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
8.2.6 Removal or re-execution of work
8.2.7 Removal or substitution of any materials and goods
8.2.8 Protection of the works
8.2.9 Making good physical loss and repairing damage to the works [23.2.2]
8.2.10 Rectification of defects [21.2]
8.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion
8.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums
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:
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]
Clause 11.0 is deemed to be amended by the addition of the following new sub-clauses: Sub-clause 11.11 - The guarantee provided by the contractor's Guarantor shall have an expiry date (if stated) no less than 3 months after the practical completion date and shall be extended accordingly should the practical completion date be extended. The cost for same shall be included on the contractor's tender price as no claims for additional cost shall be entertained.
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] The contractor's site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractor's staff, the client and members of professional team.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

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
Sub-clause 12.2.6 is deemed to be amended by the addition of the following new sub-clauses: The programme for the works must be prepared and issued in Microsoft Project Programming Software. The contractor shall include a float of 15 working days within the contract period for project delays such as, but not limited to adverse weather conditions, etc., in the programme. Such provisions shall initially be included at the end of the contract period or proportionally allocate at the end of each section for contracts with sectional completion and shall be monitored by the contractor and agreed with the Principal Agent as and when such delays takes place and shall be recorded in the programme based on actual stoppages when incurred. Revision of the date for Practical Completion shall only be considered once the 15 working days has been fully utilised. Notwithstanding the above, any and all float that may arise through early completion of any activities shall belong to the project and not any one party.
Sub-clause 12.2.10 is deemed to be amended by the addition of the following new sub-clauses: The contractor shall be required to maintain, in addition to the approved programme, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.
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]
Clause 17.0 – Contract instructions
Contract instructions: Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor.
Clause 17.0 is deemed to be amended by the addition of the following new sub-clauses: 17.1.21 Acceleration.
Clause 19.0 – Practical completion
Clause 19.0 is deemed to be amended by the addition of the following new sub-clauses: Sub-clause 19.2.3 – The contractor shall within five (5) calendar days of receipt of the list for practical completion issue a programme indicating dates for completion for all listed items.
Sub-clause 19.2.4 – In the event that such inspection does not result in the work being accepted as practically complete, then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the Employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 27.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

Clause 21.0 – Defects liability period and final completion
Clause 21.0 is deemed to be amended by the addition of the following new sub-clauses: Sub-clause 21.13 – In the event that the certificate of Final Completion is not issued due to the contractor's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.6, by the time taken for such an inspection until final completion is achieved. In this regard, the Employer reserves the right to recover such costs in accordance with Clause 27.
Sub-clause 21.14 - Notwithstanding [21.2], where the contractor fails to rectify/attend to outstanding works or defects on the list for completion, list for final completion or latent defects that appear before the issue of certificate of final completion and where the contractor remains in default, the Employer may engage others to carry out said outstanding works or defects and recover expense and/or loss incurred [27].
Clause 23.0 - Revision of the date for practical completion
Sub-clause 23.1 is deemed to be amended by the addition of the following new sub-clauses: Sub-clause 23.1.7 - Delayed possession of site [12.1.5].
Sub-clause 23.2 is deemed to be amended by the omission of the following new sub-clauses: Sub-clause 23.2.1 Delayed possession of the site [12.1.5].
Clause 23.0 is deemed to be amended by the addition of the following new sub-clauses: "The contractor is instructed to allow for ten (10) working days during the contract period for the delay due to circumstances as listed in Clauses 23.1.1 to 23.1.6, in the programming of the works. Extensions to the contract completion date will only be considered arising for the above delays, after the actual delays recorded and accepted by the principal agent exceed (10) ten days so allowed."
Clause 23.0 is deemed to be amended by the addition of the following new sub-clauses: "23.9 Acceleration 23.9.1 Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical or sectional completion, the principal agent shall nevertheless at any time, be entitled to instruct the contractor, to accelerate the progress of the remaining works, to ensure that the works are completed by the original date for practical or sectional completion or revised date as the case may be.
23.9.2 Upon receipt of such instruction, the contractor shall take necessary steps to ensure that the works are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means methods. The contractor shall prove that such steps are being taken if called upon to do so.
23.9.3 Should the principal agent instruct the contractor to accelerate works, the contractor's additional entitlement shall be calculated by adding the entitlement to which he would otherwise have become due should the construction period have been extended, a further 30% to the value thereof. For the purpose of the calculation of 30% acceleration entitlement relating to an extension of construction period granted in terms of Clause 23.1 shall be calculated as if the extension was granted in terms of 23.2.
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]
Clause 23.0 is deemed to be amended by the addition of the following new sub-clauses: Sub-clause 23.10 - Notwithstanding, sub-clause(s) 23.1 to 23.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable. Any revised programme, in order to be considered as a contractual programme, must be approved by the Principal Agent in writing, prior to it becoming effective.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

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
Sub-clause 25.1 has been amended to include the following: The contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report: A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable); A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions; A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.); A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions; A written declaration authenticated by the contracts manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the contractor's quantity surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation; If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct; Tax invoice: the contractor shall attach a tax invoice as prescribed in the value added tax legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.
Sub-clause 25.4 has been amended to include the following: Where the Employer agrees to pay for materials on site, the contractor shall be required to provide the Principal Agent with the necessary forms for cession of ownership for such materials (Annexure D), with the necessary delivery notes and invoices (where applicable).
Clause 25.10 is deemed to be deleted and replaced with the following: "The employer shall pay the contractor the amount certified in the issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including interest".
Clause 26.0 - Adjustment of the contract value and final account
Sub-clause 26.1 is deemed to be amended by the addition of the following new sub-clauses: Contract Instructions - Instructions given by the Employer's agents in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence. It is recorded that only the quantity surveyor where appointed by the employer for quantity surveying services is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract.
Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]
The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

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]
Clause 30.0 - Dispute resolution.
Agreement
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.
Contract data
Tenderer's selections
Before submission of his tender the contractor is to complete the tenderer's selections in the contract data
Clause 2.1 - Checking of documents
Sub-clause 2.1 refers – the following is to be added after the words “written directive”: The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors, 2017 edition, and no claim arising from brevity of description of items fully described in the said General Preambles for Trades 2017 and Supplementary documentation will be entertained. Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc.
Clause 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
Multiple procurement These bills of quantities are in multiple procurement format i.e. the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums.
Clause 4.2 - Enclosure of the works
Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data
Clause 5.1 - Management of the works
Clause 5 has been amended to include the following new sub-clause: Sub-clause 5.4 - Daily records - The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.
Clause 6.2 - Workmanship samples
Sub-clause 6.2 has been amended to include the following: The contractor shall provide a mock-up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock-up by the Principal Agent or its designated representative.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**B CONTRACT INFORMATION (CONTINUED)****B 15.0 Changes made to JBCC Documentation (Continued)**

Clause 6.3 - Shop drawings
Sub-clause 6.3 refers – the following is to be added after the words 'and/or approval': Shop drawings shall be submitted to the principal agents for approval at least ten (10) working days weeks prior to the date on which such approval is required in order to comply with the programme. All submissions shall be prepared in accordance with the contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications. Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Principal Agent's instruction shall not constitute grounds for any claims for delay, extension of time and the like. The contractor shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work. Should the contractor, sub-contractor, supplier or manufacturer be of the opinion that corrections to shop drawings made by the Principal Agent, constitute a change to the scope of work, then he shall immediately advise the Principal Agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the Principal Agent's directive.
Sub-clause 6.3.1 has been amended as follows: Replace the words "two (2) copies" with "four (4) copies" under bullet point number 6.
Clause 10.1 - General attendance General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement
Clause 10.2 - Special attendance
Sub-clause 10.2 has been amended to include the following: The Tenderer shall examine all drawings and information pertaining to the works as a whole and shall provide all necessary special attendance resources required for the due and proper execution and completion of all sub-contract works.
Clause 11.5 – Disturbance
Disturbance All demolition work including removal thereof to dispatch areas as well as other works that will cause excessive noise, dust and odour shall only take place after hours between 18h00 and 06h00. 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.
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
C.1 - Special Conditions of Contract Refer to C1.2.2 Special Conditions of Contract elsewhere in the tender document which shall be deemed to be incorporated in the tender document.

C TENDER CLOSING

Tender closing date	As Per Tender Notice & Invitation T1.1		Time	As Per Tender Notice & Invitation T1.1
Tender submission address	As Per Tender Notice & Invitation T1.1			
Tender may be submitted by e-mail	Yes/ no?	No	Email address	Not Applicable

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**D TENDERER'S SELECTION (to be completed by the tenderer)****D 1.0 Securities [11.0]**Guarantee for construction: Select Option A or B ☐

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

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

Year 1 contractor's annual holiday period	Start date	19 Dec 2025	End date	05 Jan 2026
Year 2 contractor's annual holiday period	Start date	18 Dec 2026	End date	04 Jan 2027
Year 3 contractor's annual holiday period	Start date	N/A	End date	N/A

D 3.0 Payment of Preliminaries [25.0]

Select Option A or B ☐ Where the contractor does not select an option, Option A shall apply

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half percent) of the contract sum, excluding contingency sums and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by principal agent, an amount pro-rated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio.
Option B	An amount agreed by the principal agent and the contractor in terms of the bills of quantities or the priced document to identify an initial establishment charge, a time-based charge and a final disestablishment charge. Payment of the time-based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works.

C1.2.3 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (CONTINUED)**D 4.0 Adjustment of Preliminaries [26.9.4]**

Select Option A or B ☐ Where the contractor does not select an option, Option A shall apply

The amount of preliminaries shall be adjusted to take account of the effect of changes in time and/or value on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option 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.

For the adjustment of preliminaries both the contract sum and the contract value shall exclude the amount of preliminaries, all contingency sum(s) and any provision for Cost Price Adjustment (cost fluctuations).

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken AS 7.5% (seven and a half percent) of the contract sum, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation).

D TENDERER'S SELECTION (CONTINUED)

Option A	The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender as follows: - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period. Where the above-mentioned information is not provided the following allocation of preliminaries amounts shall apply: - ten percent (10%) shall not be varied - fifteen percent (15%) shall be varied in proportion to the contract value as compared to the contract sum - seventy-five percent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period Where completion in sections is required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of the preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent.
Option B	The preliminaries shall be adjusted with a detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges for the use of construction equipment, all in terms of the programme. The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical completion).

	Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply.
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