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website: www.luthulimuseum.org.za

an agency of the
Department of Sport, Arts and Culture

LM 01/2025/01

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE NUMBER	
EMAIL ADDRESS	
NATIONAL TREASURY CSD NUMBER	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

TENDER BOX LUTHULI MUSEUM

Briefing Session : 03 April 2025
Briefing Session Time : 11H00
Closing Date : 16 April 2025
Closing Time : 13H00

**APPOINTMENT OF A SPECIALISED SERVICE PROVIDER FOR THE PROVISION
OF BUILDING REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF
THE CHIEF ALBERT LUTHULI HISTORIC HOUSE**

LM01/2025/01

GENERAL TENDER INFORMATION

TENDER CLOSING DATE : 16 April 2025 at 13H00

CONTRACT PERIOD : 4 Months from the Site Handover

TENDER BRIEFING SESSION : 03 April 2025 at 11H00 Luthuli Museum

TENDER SUBMISSION : Tender Box, The Luthuli Museum,
3233 Nokukhanya Luthuli Street,
Groutville, KwaDukuza, 4450

CLIENT:
Luthuli Museum

ARCHITECTS:
Ruben Reddy Architects (Pty) Ltd

QUANTITY SURVEYORS:
Mike Royal Quantity Surveyors

CIVIL/STRUCTURAL ENGINEERS:
LSC Brunette Engineers

**APPOINTMENT OF A SPECIALISED SERVICE PROVIDER FOR THE PROVISION OF BUILDING
REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF THE CHIEF ALBERT
LUTHULI HISTORIC HOUSE**

LM01/2025/01

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1. INTRODUCTION

1.1 The Luthuli Museum invites Specialised Bidders, who have experience of working with Heritage Buildings, for the appointment of a Service Provider to provide Building Refurbishment Services: Repairs and Maintenance of the Chief Albert Luthuli Historic House for a period of 4 Months after the Site handover. The Contracting Services to be rendered at The Luthuli Museum Groutville, KwaDukuza.

1.2 It is estimated that Bidders must have a CIDB Contractor Grading of 4GB or HIGHER. Only Bidders with the above-mentioned Grade, who have a capacity and capability to execute the works, have demonstratable experience in Contractor work with Heritage Buildings, whose Tax Payables are in order and not restricted from trading with the state are eligible to submit tender.

2. GENERAL

The Luthuli Museum requires the services as described per attached Bid Invitation and the Service Providers are requested to complete the Bidding Documents and to submit them in accordance with the under mentioned stipulations:

2.1 SUBMISSION TERMS AND CONDITIONS

2.1.1. The conditions contained in the attached document apply.

2.1.2. The bid must be submitted in a sealed padded envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain anything relating to any bid other than the one shown on the cover of the envelope.

2.1.3. Bids cannot be submitted by post or email. The Bid must still reach this office before the closing date and time. No Couriered Bid Documents will be accepted, failure to do so may invalidate the bid.

2.1.4. The closing date and time of the bid is clearly stated on SBD1 form.

2.1.5. The attached forms, if completed in detail and returned will form part of your bid.

2.1.6. Bidders must submit **One (1) Original Hard Copy marked “Original proposal”** of the proposal and **Two (2) Copies marked “Copy”** and **1 clearly labelled USB which MUST consist of the scanned copy of original proposal.**

2.2 TENDER FORMAT

Tender Numbering Format must be adhered to. Compliance or Non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or Alternative Product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. **Deviations** from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of The Luthuli Museum

2.3 PRICE VALIDITY PERIOD

The validity period is **NINETY (90) DAYS** and is calculated as from the Closing Date of the request.

2.4 CONTRACTUAL IMPLICATIONS

2.4.1 After awarding the Bid, this proposal together with its Tender terms, Conditions and Specifications will constitute a binding contract between The Luthuli Museum and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or permissible subcontracting agreements it may enter. Luthuli Museum has the right not to award the tender.

2.4.2 Contract instructions shall only be valid if given in writing. Any such instruction which has a cost consequence shall forthwith be brought to the attention of the Principal Agent & Quantity Surveyor. The costs thereof shall be quantified and agreed as the contract proceeds.

No additional works and/or variations shall be undertaken until such time as the costs thereof have been suitably established & the Principal Agent has given his written approval to the Contractor to proceed. It will be incumbent on the Contractor to advise the Principal Agent of any lead times relating to such work in order that progress is not impeded in any way.

Failure to comply with the above will result in the invalidation of the Contractors claims for any additional costs.

2.5 AWARDING OF CONTRACT

2.5.1 Proven relevant experience and success, as well as the ability to deliver a reliable, efficient, and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent, and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of The Luthuli Museum, to one or more concerns on a non-exclusive basis.

2.5.2 Proposals / Bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE PROVISION OF BUILDING REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF THE CHIEF ALBERT LUTHULI HISTORIC HOUSE

BID NUMBER: **LM 01/2025/01**

CLOSING DATES: **16 April 2025**

CLOSING TIME: **13H00**

DESCRIPTION: APPOINTMENT OF A SPECIALISED SERVICE PROVIDER FOR THE PROVISION OF BUILDING REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF THE CHIEF ALBERT LUTHULI HISTORIC HOUSE

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

LUTHULI MUSEUM 3233 NOKUKHANYA LUTHULI STREET GROUTVILLE KWADUKUZA, RECEPTION AREA

For Bidding Procedure Enquiries: scmofficer@luthulimuseum.org.za

For Technical Enquiries: projectofficer@luthulimuseum.org.za and Dhouha.Harrath@rubenreddyarch.co.za

The bid box is generally open from **08:00 – 16:00 Monday - Friday**.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

PLEASE SUBMIT: ONE (1) ORIGINAL HARD COPY MARKED “ORIGINAL PROPOSAL” AND TWO (2) COPIES MARKED “COPY” AND 1 CLEARLY LABELLED USB WHICH MUST CONSIST OF THE SCANNED COPY OF ORIGINAL PROPOSAL

THIS BID IS SUBJECT TO THE JBCC AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODE NUMBER.....
VAT REGISTRATION NUMBER	
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?	YES/NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?	YES/NO (IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

**APPOINTMENT OF A SPECIALISED SERVICE PROVIDER FOR THE PROVISION OF
BUILDING REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF THE CHIEF
ALBERT LUTHULI HISTORIC HOUSE
LUTHULI MUSEUM BID NO.: LM 01/2025/01**

1. INTRODUCTION	The Luthuli Museum intends to appoint a CIDB registered Grade 4GB or Higher Building Contractor to undertake a project for Building Refurbishment: Repairs and Maintenance of the Chief Albert Luthuli Historic House.
2. DESCRIPTION OF WORKS REQUIRED	Refer To Bill of Quantities Document
3. SITE LOCATION	Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza
4. FORM OF CONTRACT	Fixed Type Contract Grading 4GB or Higher
5. ISSUE DATE	19 March 2025
6. CLOSING DATE	16 April 2025 at 13H00
7. COMPULSORY BRIEFING MEETING	03 April at 11H00, Luthuli Museum
8. BID VALIDITY PERIOD (AFTER CLOSING DATE)	90 Days
9. PUBLIC LIABILITY INSURANCE	☐ To be effected by the contractor for the sum of R 20 million ☐ Deductible (amount): R10 000

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10. CONTRACT WORKS INSURANCE	☐ To be effected by the Contractor i.e. Contract sum + 20% with a deductible of R25 000
11.SITE HANDOVER & START OF CONSTRUCTION PERIOD	One Week After Signing Contract
12. INTENDED DATE FOR PRACTICAL COMPLETION	4 Month After Site Handover
13.PENALTY PER CALENDAR DAY FOR NON-COMPLETION	R500 per day

14. SUBMISSION OF THE BID:

14.1 BID DOCUMENTS MAY BE DEPOSITED INTO THE BID BOX:

Reception Area
Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
Kwadukuza
4450

(The Box is accessible from 08:00 – 16:00 on Weekdays)

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14.2 NOTE: BIDDERS MUST INITIAL ALL PAGES OF THE BID DOCUMENT.

14.3 The following particulars must be furnished (Failure to do so may result in the Bid Submission being disqualified):

NAME OF THE BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

VAT REGISTRATION NUMBER: _____

CIDB REGISTRATION NUMBER: _____

IS UPDATED TAX CLEARANCE CERTIFICATE SUBMITTED? YES/NO
--

SIGNATURE OF BIDDER: _____

DATE: _____

CAPACITY UNDER WHICH THIS SUBMISSION IS SIGNED: _____

TOTAL BID PRICE: _____

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15. TERMS AND CONDITIONS

15.1 This document may contain confidential information that is the property of the Luthuli Museum. Therefore, no part of the contents may be used, copied; disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the Luthuli Museum.

15.2 All copyright and intellectual property herein is vested with the Luthuli Museum.

15.3 This Bid is open only to Service Providers registered with the CIDB 4GB Grading or Higher.

15.4 Late and incomplete submissions will not be accepted.

15.5 Submissions that are not compliant with the outlined requirements and conditions of this Bid will not be accepted.

15.6 This Bid is subject to the General Conditions of Contract (GCC) and The Joint Building Contracts Committee (JBCC) Minor Works Agreement applicable to contracts of this nature and scope.

15.7 Price breakdown must be provided in South African Rand value.

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16. INSTRUCTION TO BIDDERS

16.1 RESPONSE FORMAT

The response to this Bid shall be in accordance with the response format specified below. Failure to do so may result in the Bid Submission being disqualified.

- (a) Original and valid **TAX CLEARANCE CERTIFICATE** (if not submitted before) as per **SBD 2** Form attached.
- (b) Completed and signed **SBD 3.1** form re: **PRICING SCHEDULE – FIRM PRICES (Purchases)** as attached.
- (c) Completed and signed **SBD 3.2** form re: **PRICING SCHEDULE – NON-FIRM PRICES (Purchases)** as attached.
- (d) Completed and signed **SBD 3.2** form re: **PRICE ADJUSTMENTS** as attached.
- (e) Completed and signed **SBD 3.3** form re: **PRICING SCHEDULE** (Professional Services) form as attached.
- (f) Completed and signed **SBD 4** form re: **DECLARATION OF INTEREST** form as attached.
- (g) Completed and signed **SBD 6.1** form re: **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**
- (h) Completed and signed **SBD 6.2** form re: **DECLARATION CERTIFICATE FOR LOCAL CONTENT PRODUCTION AND CONTENT** as attached.
- (i) Completed and signed **SBD 7.1** form re: **CONTRACT FORM – PURCHASE OF GOODS / WORKS** as attached.
- (j) Completed and signed **SBD 7.2** re: **CONTRACT FORM – RENDERING OF SERVICES** forms as attached.
- (k) Completed and signed **SBD 7.3** re: **CONTRACT FORM – SALE OF GOODS / WORKS** forms as attached.

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16.2 APPLICABLE PREFERENCE POINTS SYSTEMS FOR THIS BID

The applicable preference points for this Bid in terms of the Preferential Procurement Policy Framework Act, of 2022 (PPPFA) and its Regulations are as follows:

- 16.2.1 The **80/20 system** for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 16.2.2 The **90/10 system** for requirements with a Rand value above R50 000 000 (all applicable taxes included).

16.2.3 The Rand value of this Bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 preference point shall be applicable.**

- 16.2.4 Preference points for this Bid shall be awarded for:

80 points will be for PRICE

20 points will be for SPECIFIC GOALS

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17. EVALUATION CRITERIA

1. STAGE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY

REQUIREMENTS AND RULES:

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration. The following should be returnable together with the request:

- 1.1 Company Profile
- 1.2 Proof of Work with Buildings
- 1.3 Proposal and Methodology for the Bid
- 1.4 CVs and Qualifications of Key Personnels
- 1.5 Three (3) Traceable Reference Letters on a Company or Organisation's Letterhead with Contactable References, Duration of the Project and the Value of the Project.
- 1.6 Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- 1.7 Valid SARS Tax Pin (Compliance Certificate from SARS)
- 1.8 B-BBEE Certificate or Sworn Affidavit (Valid at the time of closure of the request)
- 1.9 All SBD Forms must be completed, signed, and certified where applicable.
- 1.10 Company Registration Documents (CIPC)
- 1.11 CIDB Registration
- 1.12 A valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate.
- 1.13 Public Liability Insurance
- 1.11 All the Returnable Documents must be certified
- 1.12 The Bid Document (This Document must be submitted in its original format)

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2. STAGE TWO: TENDER WHO PASS STAGE ONE WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:

1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) to claim points for each of the criteria or sub criteria set.
2. The Bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
3. A Tender scoring an average score below **70 points** in Functionality will be considered as **DISQUALIFIED** from evaluation and will be discarded from any further evaluation.
4. Non-submission or poorly completed schedule or incomplete information will result in a Bidder losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, it is the responsibility of the Bidder to ensure that all copies are clear and certified when the conditions require them to be so.
5. No second chance will be given to a Bidder to submit some information after tender closure on this stage of evaluation i.e. functionality.

A Tender scoring below 70 Points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.

Quality criteria	Evaluation schedule	Maximum number of points
Experience of the Bidder	Schedule 1	40
Experience of Key Personnel	Schedule 2	20
Plant and Equipment	Schedule 3	20
Methodology	Schedule 4	20
Maximum possible score for functionality (M_s)		100

BID EVALUATION CRITERIA	TOTAL (MAX) POINTS
1. EXPERIENCE OF BIDDER - 40 POINTS. <u>Breakdown of Points:</u> Maintenance, Repair and Operation of Building Infrastructure. <u>20 points</u> a) 1 project = 8 points b) 2 projects = 15 points c) 3 or more projects = 20 points Highest value of project completed in the maintenance, repair and operation Building Infrastructure <u>20 points</u> a) < R500 0000 = 0 points b) ≥ R 500 000 but < R1.5 M = 8 points c) ≥ R 1.5 M but < 5 M = 15 Points d) ≥ R 5 M = 20 points	40

2. EXPERIENCE OF KEY PERSONNEL (SERVICE MANAGEMENT) 20 POINTS. <u>Breakdown of Points:</u> The scoring of the experience of key person (service management) will be as follows: 1. Professional Registered Civil, Electrical and Structural Engineers. The registration must be with ECSA, and the bidder must attach proof of registration or a professional registration number. (Each professional engineer will be scored separately. Then the scores will be averaged. One person will be scored per discipline). <u>5 points</u> a) Pr. Tech. Eng. = 2 points b) Pr. Eng. = 3 points c) Construction Management = 5 points 1.1. Number of years of relevant experience (in construction, maintenance, repair and operation of Building Infrastructure) post qualification for Civil, Electrical and Structural Engineers. The scores will be averaged. <u>10 points</u> a) < 5 years = 0 points b) ≥ 5 years but < 7 years = 4 points c) ≥ 7 years but < 10 years = 8 points d) ≥ 10 years = 10 points 1.2 Qualifications for professional engineers [Civil, Electrical and Structural]. (Each professional engineer will be scored separately. Then the scores will be averaged. One person will be scored per qualification): <u>5 points</u> a) Degree or B Tech in Engineering (Civil, Electrical & Structural) = 3 points b) Honours or master's in engineering (Civil, Electrical & Structural) = 5 points The experience of the key person who will be responsible for the management of the physical maintenance and repair processes and the coordination, administration and management of resources on the Affected Property will be evaluated in relation to the scope of work from two different points of view: 1) General experience (total duration of work activity), level of education and training and positions held. 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work. A CV of the key personnel of not more than 4 pages must be attached to this schedule.	20	
3. PLANT AND EQUIPMENT – 20 POINTS <u>Breakdown of Points:</u> Resources available to organisation including plants and equipment but not limited to: Excavator = 4 Points, Tipper Truck = 2 Points,	20	

Compactor = 4 Points,
 Front end loader = 4 Points,
 TLB = 2 Points
 Design Software = 4 points

Attach proof of ownership or letter from a hire company showing rental arrangement. A bidder that submits letters of rental of plant or equipment will get half the points. Proof of ownership in company's name or director(s) name(s) will get full points. Attach a software license or proof ownership of a Design Software (belonging to the company, owners or attached engineer as per the resource submitted)

4. METHODOLOGY – 20 POINTS

Evaluating Point	Assessment Criteria	Max point (s)
Understating of Project Scope	Demonstration of clear understanding of Project objectives (2), scope and deliverables with timeframes (3). Adequacy and appropriateness will be assessed.	5
Sub-contracting methodology	Outline approach to be used for subcontracting local enterprises (3) and labour (2).	5
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (2) and processes (3) to ensure quality control and assurance in all phases of the project	5
Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders (3). Indicate appropriate reporting requirement and summary of content (2).	5

20

The Methodology must respond to the scope of work, the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling of costs, sourcing, programming and management of subcontractors in relation to the works that may be provided over the term of the contract

The prompts for judgment and the associated scores used in the evaluation of functionality shall be as follows:

Score (Points)	Prompt for judgement
0-29	Failed to address the questions / issues.
30-50	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.
50-59	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60-79	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.
80-89	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
90-100	Excellent – response / answer / solution gives real confidence that the bidder will add real value.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality.

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3. STAGE THREE: EVALUATION POINTS ON PREFERENTIAL POINTS REGULATIONS OF 2022

The **80/20 Preference Point System** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2022*

CRITERIA	POINTS
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Race HDP (Black Equity Ownership) (100% Black Equity Ownership)	10	
Gender HDP (Women Equity Ownership) (Women Equity Ownership is 51% or more)	4	
Youth Equity Ownership (Youth Equity Ownership is 100%)	4	
People with Disability	2	

REF. ITEM 1 above:

All tender submission forms as per the document attached including all SBD forms attached to this document.

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18. SUPPLY CHAIN MANAGEMENT

18.1 Expectations

18.1.1. Tender proposal expectations

The Bidder must provide a detailed proposal outlining the services to be rendered, covering as a minimum all the section raised in this document. If any of the requirements will not be offered, this must be stated clearly. A statement is required against every section below describing how the requirement will be met.

18.1.2 Organizational profile

The Bidder must reflect all relevant information about itself that may assist the Luthuli Museum to assess its capabilities, capacity, outputs, value-adding abilities, competitive advantages.

18.1.3 Price and cost structure

The Bidder must provide a firm price for the services to be rendered. This is to be reflected inclusive of VAT.

18.1.4 Conditions

18.1.4.1 Where their offices are situated.

18.1.4.2 The names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bid.

18.1.4.3 A list of references and Reference Letters (3), in a Company Letterhead, must accompany the bidder and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, must be furnished.

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- 18.1.4.4 Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner (if applicable).
- 18.1.4.5 Bidders to submit original or certified copy of the SARS Tax Pin and BBBEE certificates status level as issued and verified by applicable agencies.
- 18.1.4.6 Bidders to submit CK forms from CIPRO (where applicable). Failure to submit will disqualify bidder/s.
- 18.1.4.7 Bidders to submit a valid copy of CIDB Registration Certificate.

19. SPECIAL TERMS AND CONDITIONS OF THE BID

19.1 Lodging of submissions:

Four (4) submissions must be delivered by hand (**One Original, Two Copies and a USB**) to:

The Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
Kwadukuza
4450

Submissions not received on time and date specified will not be considered

19.2 Compliance with General Conditions of Contract (GCC) AND Joint Building Contracts Committee (JBCC)

No Alteration, variation or amendment of the Contract (of which this RFP represent the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the Luthuli Museum in this RFP, which shall form the offer element of a Contract and if it is accepted by the Luthuli Museum, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposal. The Luthuli Museum reserves the right to reject such submissions. Misrepresentation of facts will result in disqualification and cancellation of the contract.

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19.3 Acceptance of Submissions

The staff complement of the prospective providers will be considered against the reality of societal demographics, for the purpose of affirmation commitment to principles of diversity and employment equity. Prospective providers are requested to include a report on corrective action in their profiles that they send to the Luthuli Museum, as necessary.

19.4 Luthuli Museum Liability:

The Luthuli Museum does not bind itself to accept the lowest or any bid proposal, nor to sign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or loss that may be incurred by the prospective provider in the preparation and delivery of its submission.

19.5 Submission Acceptance

No submission shall be deemed to have been accepted, unless and until a formal contract is prepared and executed.

19.6 Prices:

All prices quoted are to be in SA Rand and inclusive of Value Added Tax (VAT). No change in prices submitted shall be considered after receipt of response to the Tender submission. Contract is fixed priced contract and not subject to escalations.

19.7 Cost of Proposal

Bidders shall bear the costs associated with the preparation and submission of their proposals, the Luthuli Museum will not be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

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19.8 BID Documents:

This document in its entirety serves as the complete Bid document. Proposal must offer services to the Luthuli Museum only. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of their Proposal.

19.9 Documents comprising the proposal:

In preparing the technical and price component of your submission all references descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as Annexures to the proposal/response. Bidders are requested to focus on the provision of relevant information and limit the amount of marketing material. The successful bidder's proposal may be incorporated in whole or part in the final contract.

19.10 Information

Information that the bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

19.11 Period of validity

Proposals shall remain valid for **Ninety (90) Days** after the date of Proposal submission. A Proposal valid for a shorter period may be rejected by the Luthuli Museum on the ground that it is non-responsive. In exceptional circumstances, the Luthuli Museum may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their proposal.

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19.12 Format and signing of proposal

The bidder shall prepare Three hardcopies of the proposal and 1 USB, clearly marking each **“Original Proposal” (1)** and **“Copy of Proposal” (2)** as appropriate. In the event of any discrepancy between them, the original shall govern. The Three proposals shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

19.13 Interlineations

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidders, in which such corrections shall be initialled by the person or persons signing the proposal.

19.14 Payment – Upon receipt of invoice

Service Provider will be paid within 30 days after receipt of each invoice.

19.15 Total Cost of the Contract

For the purpose of this Bid, bidders are to take into account all aspect of financial implications for the duration of the contract.

19.16 Unsuccessful Bids

Unsuccessful bids shall be collected by the respective bidders or returned to the respective owners on completion of the evaluation process, on request.

19.17 Contracting

The milestones and delivery dates will be mutually agreed by both parties and as per contract specifications.

Initial here:

STANDARD BIDDING DOCUMENTS



TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **may** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’ s Office.

SBD2/ Application for tax Certificate...

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[SBD 2]

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
WHO REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR
DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF
THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in

connection with this bid on behalf of (Name of Close Corporation)
.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....
(whose signature

appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)
.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

1.
2.

B. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner
of the business

trading as
.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		
.....		

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and

any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE	 SIGNATURE	 SIGNATURE
..... DATE	 DATE	 DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on..... 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in

connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs.....,

Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been

duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and
Mr/Mrs.....

(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION E

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Luthuli Museum on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) The offer herein shall remain binding upon me and open for acceptance by the Luthuli Museum during the validity period indicated and calculated from the closing time of the bid.
 - (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we are fully acquainted.
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Luthuli Museum may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Luthuli Museum . I/we will then pay to the Luthuli Museum any additional expenses incurred by the Luthuli Museum having either to accept any less favourable bid or, if fresh bids must be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Luthuli Museum shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Luthuli Museum may sustain by reason of my default;
 - (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....
.....

.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. I/we firm confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Luthuli Museum, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Luthuli Museum, in addition to any remedies it may have, may: -
 - (a) Recover from the Service Provider all costs, losses or damages incurred or sustained by the Luthuli Museum because of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Luthuli Museum may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS**DAY OF** **20** **AT**
.....

SIGNATURE OF BIDDER OR
DULY.....

NAME IN BLOCK LETTERS AUTHORISED
REPRESENTATIVE.....

ON BEHALF OF (BIDDER'S NAME):
.....

CAPACITY OF SIGNATORY:

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)
.....

POSTAL
ADDRESS:.....

TELEPHONE NUMBER:
.....

FAX NUMBER:
.....

CELLULAR **PHONE** **NUMBER:**

E-MAIL ADDRESS:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES
(INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE
VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE
PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED
FOR EACH DELIVERY POINT**

Name of bidder..... Bid number.....

Closing Time: **13H00 on 16 April 2025**

OFFER TO BE VALID FOR...**90 DAYS**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be
included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7

Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1

If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2

If no, furnish reasons for non-submission of such proof:

2.8

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1

If so, furnish particulars:

2.9

Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1

If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between any
other bidder and any person employed by the state who
may be involved with the evaluation and or adjudication of
this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related
companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all Bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once Bids are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a Bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\min}$ = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid Documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Race HDP (Black Equity Ownership) (100% Black Equity Ownership)	10	
Gender HDP (Women Equity Ownership) (Women Equity Ownership is 51% or more)	4	
Youth Equity Ownership (Youth Equity Ownership is 100%)	4	
People with Disability	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub -sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the CCMA in accordance with the requirements and specifications stipulated in bid number CCMAHO_____ – _____ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Declaration of Insolvency
 - (iv) Company Profile
 - (v) Valid BBBEE certificate issued by an accredited SANAS agency
 - (vi) Certified copies of ID documents of shareholders/directors
 - (vii) Letter of Good Standing of the Bank
 - (viii) Copies of CK/Pty documents
 - (ix) A background with bank code check will be done by TransUnion and if the service provider does not meet the minimum requirement code C, the company will be eliminated.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

NOTE TO BIDDERS

NOTES TO BIDDERS

1. DEFINITION OF THE EMPLOYER

The Employer is "Luthuli Museum" or nominee. All references in the documentation to the Employer shall mean the Employer as defined above or the authorised Employer's Representative/Agent.

2. SCOPE OF THE CONTRACT

The Works in this Contract are situated at the existing **Luthuli Historic House, GROUTVILLE**. Generally, the scope of the works is Repairs & Maintenance to the house as set out in the Bills of Quantities.

3. DRAWINGS & SCHEDULES

As a guide only to Bidders, photos & reductions of the typical drawings are appended to these Bills of Quantities.

4. SYSTEM OF MEASUREMENT

These Bills of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the SEVENTH EDITION of the Standard System of Measuring Builders' Work issued by the Association of South African Quantity Surveyors.

5. CONTRACT PRICE ADJUSTMENT PROVISIONS

This is a **FIXED PRICE CONTRACT**, and the Bidder is to make allowances for the same in his tender rates, as no claims will be entertained under any circumstances whatsoever.

6. CONTRACT DOCUMENTS

The following documents are deemed to constitute the contract:

1. These Bills of Quantities (refer page of contents)
2. The Model Trade Preambles (2017 edition) (not bound in)
3. SABS 1200 Specifications for Civil Engineering Works (not bound in)
4. JBCC 2000 Minor Works Contract May 2018 with Contract Data
5. ASAQs Preliminaries Ed 6.2 May 2018

All contracts with domestic, selected and nominated sub-contractors shall be on a form consistent with the and shall incorporate the terms and conditions of the aforementioned documents as they relate to this project.

7. VIEWING OF THE SITE

Bidders are advised to visit the site to acquaint themselves of the on-site conditions, contract requirements, access, etc.

A compulsory site inspection will be held in terms of the details set in the Bills of Quantities.

Failure to attend this meeting will invalidate the tender.

8. DOCUMENTATION TO BE RETURNED WITH THE TENDER

The tender shall not be regarded as complete or bona fide unless **ALL** the documents referred to in the Section of Evaluation Criteria (Stage One) are returned.

Failure to submit and complete all the above required documentation, may render the tender liable to disqualification.

Initial here:

9. WRITTEN CONTRACT INSTRUCTIONS

Contract instructions shall only be valid if given in writing. Any such instruction which has a cost consequence shall forthwith be brought to the attention of the Principal Agent & Quantity Surveyor.

The costs thereof shall be quantified and agreed as the contract proceeds.

No additional works and/or variations shall be undertaken until such time as the costs thereof have been suitably established & the Principal Agent has given his written approval to the Contractor to proceed. It will be incumbent on the Contractor to advise the Principal Agent of any lead times relating to such work in order that progress is not impeded in any way.

Failure to comply with the above will result in the invalidation of the Contractors claims for any additional costs.

10. PRECAUTIONS TO BE TAKEN DURING CONSTRUCTION & HOARDING

Precautions: The site is the existing Luthuli Historical House. It is incumbent on the Contractor to take all precautions to ensure that noise, nuisance, etc. is reduced to an absolute minimum. The site shall regularly be cleared of all rubble, rubbish, etc.

Access, Screening & Hoarding: Access to the site as well as demarcated areas for site establishment, shall be indicated to the Contractor who may not deviate from the same. The Bidder shall allow for all external shade cloth screening & hoarding to the work areas to the satisfaction of the Principal Agent. The Contractor is to ensure that all work and materials do not encroach beyond the confines of the building site.

11. DIRECT CONTRACTS

The Employer may appoint a number of Direct Contractors, and the Contractor shall allow for adequate access to the site but is not expected to attend on the same.

These *inter alia* may include the following:

Not Applicable

The Contractor shall liaise with the Employer in this regard to ensure that these works are appropriately integrated into the overall building programme.

12. CONTRACT PERIOD & BUILDING PROGRAMME

The contract period shall be 4 months from the date of site handover. Site handover is anticipated for beginning of June 2025.

Such period is inclusive of all weekends & public holidays, but EXCLUDES the annual builders holiday.

The Contractor shall within 5 working days of the award present a detailed programme of all construction activities as well as an "information priority schedule" to the Principal Agent. Such programme may require modification to fit in with the Client's anticipated payment schedule.

13. PENALTIES FOR NON-COMPLETION

Failure by the Contractor to complete by due date or extended contract completion date will result in **penalties of R 500,00 per calendar day** being levied. Such penalty shall be deducted from amounts due to the Contractor.

14. USE OF PROPRIETARY PRODUCTS

Where proprietary or branded products have been specified the Contractor shall ensure that:

14.1 The tender prices shall have been based on the specified product.

14.2 The term "or equal & approved" shall apply. Approval shall only be given in writing by the Principal Agent.

14.3 The installation of such product or approved alternative shall be done strictly in accordance with the specified manufacturer/sub-contractor/supplier's recommendations.

Non-compliance with the above shall be undertaken at the Contractor's sole risk

Initial here:

15. SAMPLES TO BE SUPPLIED & APPROVED

Before delivery to site the Contractor, shall where requested, submit samples for approval by the Principal Agent. Once approval has been given in writing, the Contractor shall proceed with manufacture & delivery to site. The Bidder shall allow for the provision of such samples at his own cost. Shop drawings shall be similarly provided for all structural steelwork, joinery fittings & aluminium shopfronts/windows as required by the Principal Agent.

16. SABS STANDARDS

All materials shall conform to the latest standards & installation to the latest codes of practice.

17. WARRANTIES & GUARANTEES

The Contractor shall cede all product & equipment warranties to the Employer including any on-going maintenance contracts.

18. DEPOSITS & FEES

The Employer shall pay for all municipal deposits and fees directly to the Municipality. The Contractor shall not be entitled to any attendance or profit on the costs of the same.

19. SUB-CONTRACTOR APPOINTMENT

The Contractor shall present the Principal Agent with a list of proposed sub-contractors for ratification before proceeding with the actual appointments.

20. OCCUPATIONAL HEALTH & SAFETY ACT NO. 85 OF 1993

The Contractor is to comply in all respects to the Occupational Health & Safety Act No. 85 of 1993, and to any amendments relating thereto.

Before construction commences the Contractor shall liaise with the Employer's appointed H & S Consultant in order that a H & S plan & specifications are adopted for the project. It shall be incumbent on the Contractor to conform at all times to the same.

21. ORDERING OF MATERIALS

The Bills of Quantities may not be used for the ordering of any materials. Should the Contractor do so, he does so at his own risk.

In the event that the Bidder foresees a problem with the availability and or the supply of any materials specified in the Bills of Quantities he shall immediately notify the Principal Agent. Failure to do so implies that such materials are freely available for the building contract and no claims will be entertained arising therefrom.

22. SITE SECURITY

The Contractor shall be responsible for providing & maintaining adequate security measures over the site of the works.

All labour being utilised on site must have SAPS Security Clearance and the Contractor shall keep a record on site of the same. The Employer has the right to immediately eject such personnel not adhering to the above without any liability accruing from such action.

23. B-BBEE SCORECARD

The Bidder is required to submit his B-BBEE Scorecard as issued by an approved evaluator. The "Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 - Implementation Guide issued by National Treasury November 2022 – Notice 46026" using the 80/20 Preference Point System, will form part of the tender evaluation for this project.

The Bidder is to note that the Employer is not bound to accept the lowest or any tender that it may receive.

Initial here:

24. MONTHLY PAYMENT EVALUATIONS

The Contractor shall assist the Project Officer and Quantity Surveyor in his monthly evaluation of the works by submitting detailed photographs of such works as & when requested.

25. PRICING OF THESE “NOTES TO BIDDERS & CONTRACT DATA”

The Contractor may allow in his pricing, or where provided for in the Preliminaries Bill, for all additional costs arising out of these "Notes to Bidders & Contract Data" as no later claims for additional costs in this respect will be considered.

26. ERRORS IN TENDER & BALANCING OF RATES

Should arithmetical errors be encountered in the detailed Bills of Quantities, the tendered contract sum shall apply, and such error shall be balanced against rates in the Bills, the intention being that the tendered contract sum shall remain unaffected by such error. Where the Quantity Surveyor feels that rates are loaded or unbalanced, he shall in consultation with the Contractor balance such rates against rates in the Bill based on market related rates in the industry.

27. CONTRACT DATA

The following Contract Data EC is applicable to this contract:

Interest of Agents	No
Possession of site given on	Approx Beginning of June 2025
Commencement of the works after possession of the site	Within 5 working days of site handover
Completion in sections	No
Waiver of lien	No
Restrictions to site area	Yes
Geotech report	No
Existing premises occupied	Adjoining premises occupied
Temporary services: Water, Electricity, Telecom & Ablutions	Water – by Employer – free of charge Electricity – by Employer – free of charge Telephones - cell phones Ablutions – by Contractor
Protection of trees	Yes
Contract works insurance by contractor. Contract sum + 20 %. Deductible of R 10 000	By Employer
Supplementary insurances by contractor. SASRIA	By Employer
Public liability insurance by contractor. R 5 million. Deductible of R 5 000	By Employer & Contractor
Performance Guarantee	Retention 10%/5%/0% - refer contract data cl B15.0
Payment Guarantee	No
Support insurance by employer.	No
Special insurance by employer	No
Practical completion	Refer to “Notes to Bidders”
Penalties	Refer to “Notes to Bidders”
Phased completions	No
Construction documents	3
Priced documents to be used as a specification	Drawings to be used
Schedule of rates	Priced BQ
Changes to JBCC documents	Refer to “Notes to Bidders”
Priced BQ required from contractor	Within 3 days of award
Direct contractors	Refer to “Notes to Bidders”
Working manuals on handover	As per Architect & Engineers
Interim payment certificate to be issued by	5th of the month
Payment of Preliminaries shall be in terms of Option B on a proven cost basis. Contractor to provide a fully detailed tender breakdown with	Option B

the submission of the tender.	
Adjustment of Preliminaries:	On the basis of: 10 % fixed & not subject to any variation 15 % which shall be varied in proportion to the contract sum 75 % which shall be varied in proportion to the contract period
Contract adjustment for CPAP	Nil-Fixed Price

Initial here:

Luthuli Museum: Notes to Bidders

TENDER RETURNABLES

Initial here:

Luthuli Museum: Tender Returnable



an agency of the
Department of Sport, Arts and Culture

3233 Nokukhanya Luthuli Street
Groutville KwaZulu - Natal
South Africa
PO Box 1869,
KWADUKUZA 4450
tel: (032) 559 6822
fax: (032) 559 6806
email: luthulimuseum@luthulimuseum.org.za
website: www.luthulimuseum.org.za

FORM OF TENDER

APPOINTMENT OF A SPECIALISED SERVICE PROVIDER FOR THE PROVISION OF BUILDING REFURBISHMENTS SERVICES: REPAIRS AND MAINTENANCE OF THE CHIEF ALBERT LUTHULI HISTORIC HOUSE

The Official Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
KwaDukuza
4450
Attention: Luthuli Museum Director

Dear Sir

Having examined the Bid Documentation for the execution of the above-named Works, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the Bid Documentation, for the sum of:

TOTAL TENDERED AMOUNT (Inclusive of vat)	R
---	----------

In words:

--

In the event of there being any errors of extension or addition in the priced Bill of Quantities, I/we agree to it being corrected, the tender sum being taken as correct.

I/we undertake to complete and deliver the whole of the Works comprised in the Contract within the times stated in the Contract.

I/we agree that the offer herein shall remain binding upon me/us and open for acceptance by the Employer for a period of **90 days** after the closing date of this tender.

I/We further understand that the Employer is not bound to accept the lowest or any tender or any portion of the tender that it may receive.

Signature: Name:

(Who by his/her signature warrants his/her authority to sign this tender form & the contract documents)

For & on behalf of:
Name of Firm:

.....

Address:

.....

Telephone: Date:

Email Address: VAT Reg No.:



an agency of the
Department of Sport, Arts and Culture

3233 Nokukhanya Luthuli Street
Grootville KwaZulu - Natal
South Africa
PO Box 1869,
KWADUKUZA 4450
tel: (032) 559 6822
fax: (032) 559 6806
email: luthulimuseum@luthulimuseum.org.za
website: www.luthulimuseum.org.za

BIDDER INFORMATION

BIDDER:

ADDRESS:

TEL:FAX: CELL:

E-MAIL:

COMMERCIAL BANK ACCOUNT DETAILS

BANK:

BANK ACCOUNT NO.:

BRANCH:

PROJECT REFERENCES

PROJECT	VALUE	YEAR	CONTACT PERSON	CONTACT NUMEBR

Signature of Bidder: Date



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SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this Contract.

If we are awarded a Contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors, in accordance with requirements in the Contract for such appointments.

If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature of Bidder:

Date:



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SCHEDULE OF PROPOSED PROJECT STAFFING

The Bidder is to set out the proposed management staffing for this project, which shall include the names and experience of key staff as follows:

1. Contracts Manager:

2. Site Forman:

3. Quantity Surveyor:

4. Trainees/Chargehands:

5. Other (Specify):

Signature of Bidder:

Date:



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SITE INSPECTION CERTIFICATE

I.....(name) representing
.....(contractor) hereby
confirm that I visited the above mentioned site on the(date).

I furthermore confirm that I acquainted myself with the scope of the works and the site
conditions, access, security etc., all as necessary to submit a tender on this project.

Signed: (contractor's representative)

Date:

Signed:..... (employer's representative)

Date:

LM 1

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
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23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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**JOINT BUILDING CONTRACTS COMMITTEE
(JBCC)**



PRINCIPAL BUILDING AGREEMENT

Project

Employer

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC Principal Building Agreement Edition 6.2 – May 2018

JBCC®

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

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit www.jbcc.co.za. The JBCC® does not sell directly to users but may be contacted at info@jbcc.co.za

Principal Building Agreement structure

The agreement clauses follow the project execution sequence. The documents aim to set out clear, balanced and enforceable procedures, rights and obligations which, when competently managed and administered, protect the employer, contractor and subcontractors alike. The following additional documents form part of the suite of contract agreements

- The JBCC® Principal Building Agreement - Contract Data that incorporates specific employer and contractor requirements;
- The JBCC® General Preliminaries that generally covers all aspects of preliminaries for most types of projects;
- The JBCC® Nominated/Selected Subcontract Agreement that replicates the JBCC® Principal Building Agreement with common clauses retaining the same numbering; and
- A comprehensive set of certificate forms and support documents for use in the administration of the agreement

Warning!

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

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

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

Disclaimer

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Actions by the parties / principal agent within a given time

Clause	Time period	Party	Purpose
2.4	1WD-7 CD	parties or principal agent	notices deemed to be received
6.4	5 WD	contractor > principal agent	non-performance of an agent i.t.o. this agreement
6.5	10 WD	employer	appoint another agent/contractor may object
10.6	10 WD notice	contractor > employer	failure to insure - notice - insure + recover expense
11.1	15 WD	contractor	provide guarantee for construction
11.2.1	20 WD	contractor	replace securities
11.5.1-2	15/20 WD	employer	provide / replace guarantee for payment
11.6	10 WD notice	contractor > employer	no security, contractor notice to suspend works
11.8	10 WD	parties	return original/replacement security forms
12.2.2	15 WD	contractor	submit priced document
12.2.6	15 WD	contractor	submit programme
14.4.2	15 WD guarantee	contractor > subcontractor	provide guarantee for payment to nominated subcontractor
14.5	5 WD proof payment	employer (principal agent)	pay nominated subcontractor on default by contractor
14.6	5 WD notice	contractor + subcontractor	termination of subcontractor appointment on default
15.4.2	15 WD guarantee	contractor > subcontractor	provide guarantee for payment to selected subcontractor
15.5	5 WD proof payment	employer (principal agent)	pay selected subcontractor on default by contractor
17.3	5 WD	contractor	proceed with a contract instruction, where practical
19.2.2	5 WD	contractor > principal agent	works ready for inspection
19.4	5+5 WD	contractor > principal agent	no 'list' > notice > deemed practically complete
19.6	5+agreed WD	principal agent > contractor	employer occupies portion of the works, list for completion, fix defects
21.3.1	10 WD	contractor	inspect before expiry of defects liability period
21.3.2	5 WD	contractor > principal agent	invite PA to inspect list for completion
21.5	5 WD notice	contractor > principal agent	inspect > list for final completion > certificate
21.6	10 WD notice	principal agent > contractor	no list for final completion > notice > complete
21.7.3	5 WD notice	principal agent > contractor	inspect > list for final completion > certificate
21.9	5+5 WD	contractor > principal agent	no list for final completion / deemed final completion
23.4.2*	20 WD notice	contractor > principal agent	notice of a possible delay, no details yet
23.5	40 WD claim	contractor > principal agent	delay ceased, details of delay and expenses
23.7	20 WD award	principal agent > contractor	assess claim - accept/reduce/reject
25.2	date [CD]	principal agent > contr/empl	issue payment certificate and support forms
25.10	14 CD payment	employer pay contractor	make payment from date of payment certificate
25.11	21 CD	contractor pay employer	make payment i.t.o. schedule from principal agent
25.13	7 CD payment	contractor pay subcontractor	pay subcontractors i.t.o. schedule from principal agent
25.14	5 WD notice	contractor > employer	no/partial payment > suspend etc
25.15	7 CD payment	principal agent > contractor	final payment certificate after acceptance of final account
26.5*	20 WD notice	contractor > principal agent	notice of possible expense and loss
26.6	40 WD claim	contractor > principal agent	substantiated claim
26.7	20 WD award	principal agent > contractor	assess claim = accept/reduce/reject
26.10	60 WD issue FA	principal agent > contractor	issue final account
26.11	30 WD accept FA	contractor > principal agent	accept final account
26.12	10 WD notice	contractor + principal agent	agree final account or deemed acceptance
27.2.9	5 WD notice	notice to contractor	remedy default before next recovery statement
28.1	10 WD notice	contractor > employer	list of defaults to be remedied > suspend works
28.2	notice	contractor > employer	suspension of works where defaults not remedied
29.2	10 WD	employer > contractor	intention to terminate if defaults not remedied
29.3	notice	employer > contractor	default not remedied, termination forthwith
29.14	notice	contractor > employer	intention to terminate if guarantee for payment not provided/maintained
29.15	10 WD notice	contractor > employer	intention to terminate if defaults not remedied
29.16	forthwith	contractor > employer	default not remedied, termination forthwith
29.17.1	forthwith	contractor > subcontractor	termination where PBA terminated
29.17.2	10 WD notice	contractor	remove construction equipment, temporary works, etc
29.21	10 WD	either party	intention to terminate > impossible to complete
29.24.3	10 WD	contractor	remove construction equipment
29.25.2	20 WD	principal agent	prepare status report
29.25.4	60 WD	principal agent	complete final account
30.2	10 WD	either party	disagreement not resolved > dispute
30.3	10 WD	aggravated party	refer to adjudication
30.6.4	10 WD	aggravated party	dissatisfied with adjudication
30.6.5	10 WD	aggravated party	no adjudication/not accept adjudication ruling > arbitration

Abbreviations: WD = working days CD = calendar days, *No notice, forfeits the opportunity to claim

PRINCIPAL BUILDING AGREEMENT

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ERRATA

Page 22 Cl 25.14: may give ~~five~~ (5) ten (10) **working days** notice

INTERPRETATION

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

A word or phrase in bold type in this agreement shall have the meaning assigned to it in these definitions
A word or phrase not in bold type shall be interpreted in the context of its usage

AGENT: An entity [CD] appointed by the **employer** to deal with specific aspects of the **works**

AGREEMENT: The completed **JBCC®** Principal Building Agreement and **JBCC®** contract data, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD]

BUDGETARY ALLOWANCE: An amount included in the **contract sum** for work intended for execution by the **contractor**, the extent of which is identified but not detailed

CALENDAR DAYS: Twenty-four (24) hour days commencing at midnight (00:00) which include Saturdays, Sundays, proclaimed public holidays and recorded **contractor's** annual holiday periods [CD]

CERTIFICATE OF FINAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **final completion** of the **works**, or of a **section** thereof, was achieved

CERTIFICATE OF PRACTICAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **practical completion** of the **works**, or of a **section** thereof, was achieved

COMPENSATORY INTEREST: Interest due to the **contractor** at the ruling rate of **interest** on amounts certified after thirty-one (31) **calendar days** of the date of **practical completion**, compounded monthly until the date of payment

CONSTRUCTION EQUIPMENT: Equipment and/or plant provided by or belonging to the **contractor** and/or **subcontractors** and used during the **construction period**

CONSTRUCTION INFORMATION: All information issued by the **principal agent** and/or **agents** including this **agreement**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**

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

CONTRACT DATA: The document listing the project specific information

[CD]: The notation used where project specific information is recorded in the **contract data**

CONTRACT DRAWINGS: The drawings listed [CD]

CONTRACT INSTRUCTION: A written instruction issued by or under the authority of the **principal agent** to the **contractor** that may include drawings, photographs and other **construction information**

CONTRACT SUM: The accepted tender amount inclusive of **tax** [CD], not subject to adjustment

CONTRACT VALUE: A monetary value initially equal to the **contract sum**, subject to adjustment in terms of this **agreement**

CONTRACTOR: The **party** [CD] contracting with the **employer** for the execution of the **works**

DEFAULT INTEREST: Interest at six (6) percentage points per annum above the ruling rate of **interest** where payment has not been received within the stipulated period, compounded monthly from the due date for payment until the date of payment

DEFECT: Any aspect of materials and workmanship forming part of the **works** that does not conform to the **agreement** and/or **construction information**

DIRECT CONTRACTOR: An entity appointed under separate agreement by the **employer** to do work on site prior to **practical completion** [CD]

EMPLOYER: The **party** [CD] contracting with the **contractor**

FINAL ACCOUNT: The document prepared by the **principal agent** that reflects the final **contract value** of the **works** at **final completion** or termination

FINAL COMPLETION: The stage of completion as certified by the **principal agent** where the **works**, or a **section** thereof, has been completed and is free of **defects**

FINAL PAYMENT CERTIFICATE: The certificate issued by the **principal agent** after the issue of the **certificate of final completion** and after the **final account** has been agreed

FORCE MAJEURE: An exceptional event or circumstance that:

- Could not have been reasonably foreseen
- Is beyond the control of the **parties**, and
- Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and/or hostile acts of foreign enemies
- Insurrection, rebellion, revolution, military or usurped power and terrorism
- Civil commotion, disorder, riots, strike, lockout by persons other than the **contractor's employees** or his **subcontractors**
- Sonic shock waves caused by aircraft or other aerial devices and ionising or radioactive contamination
- Explosive materials, except where attributable to the **contractor's** use of such technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

FREE ISSUE: **Materials and goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works** [CD]

GUARANTEE FOR ADVANCE PAYMENT: A **security** in terms of the **JBCC®** Guarantee for Advance Payment form, obtained by the **contractor** from an institution approved by the **employer**

GUARANTEE FOR CONSTRUCTION: A **security** in terms of the **JBCC®** Guarantee for Construction form, obtained by the **contractor** from an institution approved by the **employer** [CD]

GUARANTEE FOR PAYMENT: A **security** in terms of the **JBCC®** Guarantee for Payment form, obtained by the **employer** from an institution approved by the **contractor** [CD]

INTEREST: The bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first **calendar day** of each month shall be used in calculating the interest due for such month

JBCC®: The Joint Building Contracts Committee® NPC

LATENT DEFECT: A **defect** that an inspection of the **works** by the **principal agent** and/or **agents** would not reasonably have revealed

LAW: The law of the country [CD]

LIST FOR COMPLETION: A list that may include marked up drawings and photographs issued by the **principal agent** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

LIST FOR FINAL COMPLETION: A **list for completion** that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

LIST FOR PRACTICAL COMPLETION: A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

MATERIALS AND GOODS: Unfixed materials, goods and/or items fabricated for inclusion in the **works** whether stored on or off the **site** or in transit

NOTICE: A written communication, excluding social media, issued by either **party**, the **principal agent** and/or **agents** to the other **party**, the **principal agent** and/or **agents** to, inter alia, record an event, request outstanding **construction information**, or where **suspension** or resumption of the **works** and/or termination of this **agreement** is contemplated

N/S SUBCONTRACT AGREEMENT: The completed **JBCC®** Nominated/Selected Subcontract Agreement (NSSA) and **JBCC®** NSSA contract data, the subcontract drawings, the subcontract priced document and any other documents reduced to writing and signed by the authorised representatives of the **contractor** and of the **subcontractor**

PARTY: The **employer** or the **contractor** and 'parties' shall refer to both of them

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the **principal agent** to the **parties** certifying the amount due and payable in terms of the **JBCC®** Payment Certificate format

PENALTY: The stipulated amount per **calendar day** [CD] payable by the **contractor** to the **employer** where the date or the revised date for **practical completion**, whichever is the later, has not been met

PRACTICAL COMPLETION: The stage of completion as certified by the **principal agent** where the **works**, or a **section** thereof, has been completed and is free of patent **defects** other than minor **defects** identified in the **list for completion** and can be used for the intended purpose [CD]

PRELIMINARIES: The **JBCC®** General Preliminaries and/or the items listed in the preliminaries section of the priced document

PRICED DOCUMENT: The document incorporating quantities and/or rates used in the compilation of the **contract sum** such as **bills of quantities**, **preliminaries** and schedules of rates

PRIME COST AMOUNT: An amount included in the **contract sum** for the delivered cost of **materials and goods** obtained from a supplier as instructed by the **principal agent**

PRINCIPAL AGENT: The entity [CD] appointed by the **employer** with full authority and obligation to act in terms of this **agreement**

PROGRAMME: A diagrammatic representation of the planned execution of units of work or activities by the **contractor** and **subcontractors** indicating the dates for commencement and completion prepared and maintained by the **contractor**

PROVISIONAL SUM: An amount included in the **contract sum** for the supply and installation of work by a **subcontractor**

RECOVERY STATEMENT: The statement prepared and issued in conjunction with each **payment certificate** by the **principal agent** in terms of the **JBCC®** Recovery Statement format

SECTION: An identified portion of the **works** for which **practical completion** is required by a date earlier than that required for the **works** as a whole [CD]

SECURITY: A monetary guarantee [CD] provided by the **employer** to the **contractor**, or vice versa, in terms of this **agreement** from which either **party** may recover expense and loss in the event of default

SITE: The land or place where the **works** is to be executed [CD]

STATUS REPORT: A report compiled by the **principal agent** and/or **agents** in the event of termination of the **agreement**, or where the **works** has been suspended due to a **force majeure** event, or in the event of termination of a **n/s subcontract agreement** by the **contractor**, to record the state of completion or otherwise of the **works** or the **n/s subcontract works**. Such **status report** may include marked up drawings and photographs

SUBCONTRACTOR: A nominated or a selected subcontractor appointed in terms of the **n/s subcontract agreement** by the **contractor** in accordance with a **contract instruction** for the supply and installation of work for which a **provisional sum** has been included in the **contract sum**

SUSPENSION: The temporary cessation of the **works** by the **contractor**

TAX: Value-added tax, general sales tax or similar consumption tax applicable by **law**

WORKING DAYS: **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded **contractor's** annual holiday periods [CD]

WORKS: The extent of work to be executed by the **contractor** described in the **agreement and contract instructions**, which includes **free issue and materials and goods**. Work or installations to be executed by **direct contractors** and others responsible to the **employer** are excluded [CD]

1.2 Interpretation

- 1.2.1 In this document, unless inconsistent with the context, the words "accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state" and their derivatives require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Reference to a clause number written as clause [54.3.2] means that specific clause; or clause [54.3.2-4] means sub-clauses 2 to 4 inclusively; or clause [54.3.2 & 4] means sub-clauses 2 and 4 only
- 1.2.5 The word "deemed" shall be conclusive that something is fact, regardless of the objective truth

2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **contractor** shall comply with the **law** [CD], obtain permits, licences and approvals required and pay related charges for the execution of the **works** [17.1.4]. The **employer** shall comply with the **law** [CD], obtain permits, planning, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor** [26.4.1]
- 2.2 All communication or **notices** between the **parties** shall be in the language of this **agreement** and in a format that can be read, copied and recorded
- 2.3 Legal processes arising out of or concerning this **agreement** may validly be delivered to and served on the **parties** at the physical address of the **parties** recorded in this **agreement**. Either **party** may, at any time, by **notice** to the other, change his physical address provided it is in the same country as the original address
- 2.4 **Notices** given in terms of this **agreement** shall be deemed to have been received where:
 - 2.4.1 Delivered by hand - on the day of delivery
 - 2.4.2 Sent by electronic mail, excluding social media - within one (1) **working day**
 - 2.4.3 Sent by registered post - within seven (7) **calendar days** after posting

3.0 OFFER AND ACCEPTANCE

- 3.1 The objective of this **agreement** is the execution of and payment for the **works** for which there has been an offer by the **contractor** and an acceptance by the **employer**
- 3.2 The currency applicable to this **agreement** is as recorded [CD]
- 3.3 This **agreement** shall come into force on the date of acceptance by the **employer** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]
- 3.4 Should any provision of this **agreement** be unenforceable the **parties** shall act in good faith to agree alternative provisions in terms of this **agreement**
- 3.5 Failure or omission by a **party** to enforce any provision of this **agreement** shall not constitute a waiver of such provision or affect such **party's** rights to require the performance of such provision in the future

4.0 CESSION AND ASSIGNMENT

- 4.1 Neither **party** shall cede rights or assign rights and obligations under this **agreement** without the prior written consent of the other **party**, which consent shall not be unreasonably withheld
- 4.2 The **contractor** shall not consent to a nominated **subcontractor** ceding rights or assigning rights and obligations under this **agreement** without obtaining the prior written consent of the **principal agent**
- 4.3 Notwithstanding the above, where a **party** cedes any right to any monies due or to become due under this **agreement** as security in favour of a financial institution, consent shall not be required provided **notice** of such cession is timeously given to the other **party**

5.0 DOCUMENTS

- 5.1 Documents referred to in this **agreement** shall mean the current edition thereof with all amendments thereto as at the date of submission of the **contractor's** tender
- 5.2 The **parties** shall sign the original **agreement** and shall each be issued with a copy thereof by the **principal agent**. The original signed **agreement** shall be held by the **principal agent** [CD]
- 5.3 Persons authorised to act on behalf of the **parties** and/or **agents** appointed by the **employer** shall be identified in the **construction information**. Such authorised persons may be changed by **notice** to the other **party**
- 5.4 The **priced document** shall not be used as a specification of **materials and goods** or methods
- 5.5 The content of this **agreement** shall not be published or disclosed or used for any purpose other than that specified in this **agreement** by one **party** without the prior written consent of the other **party**
- 5.6 The **principal agent** and/or **agents** shall timeously provide the number of copies [CD] of drawings, un-priced **bills of quantities** and other **construction information** at no cost to the **contractor**

6.0 EMPLOYER'S AGENTS

- 6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act on behalf of and bind the **employer** in terms of this **agreement**. The **principal agent** has no authority to amend this **agreement**
- 6.2 The **employer** may appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement** [CD]. The **principal agent** shall give **notice** to the **contractor** where such authority is delegated to **agents** to issue **contract instructions** and perform duties for specific aspects of the **works**. An **agent** appointed in terms of this clause shall not be entitled to subdelegate his authority without the prior written consent of the **employer** and **notice** to the **contractor**
- 6.3 The **principal agent** and/or **agents** shall declare any interest or involvement in the **works** other than a professional interest, where applicable [CD]
- 6.4 Where the **principal agent** fails to act in terms of this **agreement** and/or an **agent** fails to act in terms of delegated authority, the **contractor** shall give **notice** to the **principal agent**, with a copy to the **employer**, to rectify such default within five (5) **working days**. Where such default has not been rectified, the **contractor** may give **notice** to suspend the **works** [28.0]
- 6.5 Where the **principal agent** and/or an **agent** fails to act or is unable to act or ceases to be the **principal agent** or an **agent** in terms of this **agreement**, the **employer** shall appoint another **principal agent** and/or an **agent** within ten (10) **working days** of the date of such **notice** from the **contractor**. The **employer** shall not appoint a **principal agent** and/or an **agent** against whom the **contractor** makes reasonable objection within five (5) **working days** of receipt of **notice** of intention to make such an appointment
- 6.6 The **employer** shall not interfere with or prevent the **principal agent** and/or **agents** from exercising fair and reasonable judgement when performing their obligations in terms of this **agreement**

7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than the **contractor's** and **subcontractors'** temporary works. The **contractor** shall not be responsible for the coordination of design elements
- 7.2 Any design responsibility undertaken by a **subcontractor** shall not devolve on the **contractor**. All contractual or other rights the **contractor** has against such **subcontractor** arising from any design responsibility undertaken shall be ceded to the **employer** on the date of **final completion** or the date of termination of this **agreement** [9.2.3]
- 7.3 The **contractor** shall be responsible for the timeous submission of design documentation by a selected **subcontractor** for acceptance and coordination by the **principal agent** and/or **agents** [23.2.8]

INSURANCES AND SECURITIES

8.0 WORKS RISK

- 8.1 The **contractor** shall take full responsibility for the **works** from the date on which possession of the **site** is given to the **contractor** and up to the date of issue of the **certificate of practical completion** or deemed achievement of **practical completion** for the **works** as a whole, or a **section** thereof. Thereafter responsibility for the **works** as a whole, or a **section** thereof, shall pass to the **employer**
- 8.2 The **contractor** shall make good physical loss and repair damage to the **works** caused by or arising from:
- 8.2.1 Any cause before the date of **practical completion** [19.0]
- 8.2.2 Any act or omission of the **contractor** in the course of any work carried out in pursuance of the **contractor's** obligations after the date of **practical completion**
- 8.3 The liability of the **contractor** in respect of any loss or damage shall include, but not be limited to:
- 8.3.1 The cost of making good such physical loss and repairing damage to the **works** including clearing away and removing all debris and any other costs to reinstate the **works**
- 8.3.2 The new replacement value of **free issue** [12.1.10]
- 8.3.3 The cost of additional professional services
- 8.4 Notwithstanding subclause 8.3, the limit of the **contractor's** liability shall not exceed the amount of the contract works insurance [10.1.1] [CD]
- 8.5 The **contractor** shall not be liable for the cost of making good physical loss and repairing damage to the **works** caused by or arising from:
- 8.5.1 The use or occupation of any part of the **works** by the **employer**, the **employer's** employees and/or **agents** and those for whose actions they are responsible
- 8.5.2 An act or omission of the **employer**, the **employer's** employees and/or an **agent** and those for whose actions they are responsible
- 8.5.3 An act or omission by a **direct contractor**
- 8.5.4 The use or occupation of any part of the **works** by a **direct contractor**
- 8.5.5 The design of the **works** for which the **contractor** is not responsible [7.1]
- 8.5.6 A **defect** in **free issue** or **materials and goods** specified by trade name where the **contractor** has no right of substitution. The **contractor** hereby cedes any right of action to the **employer** that may exist against the supplier and/or manufacturer of such **free issue** and/or **materials and goods**
- 8.5.7 **Force majeure**

- 8.6 Where the **contractor** is not liable for the cost of making good physical loss or repairing damage [8.5] such making good and/or expense and/or loss shall be measured and valued and included in the **contract value** by the **principal agent** [17.1.10]
- 8.7 The **contractor** shall immediately give **notice** to the **principal agent** on becoming aware of physical loss or damage to the **works**

9.0 INDEMNITIES

- 9.1 The **contractor** indemnifies and holds harmless the **employer**, the **employer's** employees and/or **agents** from all claims or proceedings for damages, expense and/or loss including legal fees and expenses in respect of or arising from:
- 9.1.1 Death or bodily injury or illness of any person or physical loss or damage to any property other than the **works** arising out of or due to the execution of the **works** or presence on and/or occupation of the **site** by the **contractor**. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**
- 9.1.2 Non-compliance by the **contractor** with the **law**, regulation or bylaw of any local or other authority and the failure by the **contractor** to obtain any permit, licence or approval that the **contractor** is required to obtain in terms of this **agreement** [2.1]
- 9.1.3 Physical loss or damage to **construction equipment** or other property belonging to the **contractor** or the **contractor's subcontractors** but excluding **direct contractors'** equipment or property
- 9.2 The **employer** indemnifies and holds the **contractor** harmless from all claims or proceedings for damages, expense and/or loss, including legal fees and expenses, in respect of or arising from:
- 9.2.1 An act or omission of the **employer**, the **employer's** employees and/or **agents** and those for whose actions they are responsible
- 9.2.2 An act or omission of a **direct contractor** [16.0]
- 9.2.3 Design of the **works** [7.2] where the **contractor** is not responsible for such design
- 9.2.4 The use or occupation of any part of the **works** by the **employer**, tenants, **direct contractors** or others authorised by the **employer**
- 9.2.5 Proceeding with the **works** on instruction from the **employer** without the **employer** obtaining the required permission under the **law** in terms of this **agreement** [2.1]
- 9.2.6 Interference with any servitude or other right not recorded in **construction information** issued to the **contractor** that is the unavoidable result of the execution of the **works** including the removal of or weakening of or interference with the support of land and property adjacent to or within the **site** unless resulting from any negligent act or omission by the **contractor** or his **subcontractors**. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**
- 9.2.7 Physical loss or damage to an existing structure and the contents thereof where this **agreement** is for alterations or additions to an existing structure. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**
- 9.2.8 A **defect in free issue**
- 9.2.9 Physical loss or damage to the **works** where a **certificate of practical completion** has been issued [19.0] or **practical completion** has been deemed to have been achieved
- 9.2.10 Advance payments certified by the **principal agent** and paid by the **contractor** to subcontractors [27.1.8; 27.2.4]

10.0 INSURANCES

- 10.1 The **party** responsible shall effect and keep the respective insurances [CD] in force in the joint names of the **parties** from the date of possession of the **site** until the issue of the **certificate of practical completion** with an extension to cover the **contractor's** obligations after the date of **practical completion** [8.2.2]:
- 10.1.1 Contract works insurance [CD] for the **works** that shall make provision for **direct contractors** [CD], **free issue** [CD], **materials and goods**, professional fees, temporary works, clearing away and removing of all debris and any other costs to reinstate the **works** and where required, damage to **employer** owned surrounding property [CD] where not covered under the removal of lateral support insurance
- 10.1.2 Supplementary insurance [CD] for the **works** against loss or damage caused by civil commotion, riot, strike, labour disturbance and lockout to the extent not insured under the contract works insurance
- 10.1.3 Public liability insurance [CD] providing indemnity in respect of accidental death or injury to any person and accidental loss of or physical damage to tangible property, to remain in force until the date of **final completion**
- 10.1.4 Removal of lateral support insurance [CD] where the **employer** considers that the execution of the **works** could cause the removal of or weakening of or interference with the support of land or property adjacent to or within the **site** (also including **employer** owned surrounding property) and the consequences thereof. The **employer** shall appoint an **agent** to design and monitor appropriate support structures for use in excavations and/or in existing property that form part of the **works** and/or the **site**
- 10.1.5 Other insurances [CD]
- 10.2 Where **practical completion** in **sections** is required [20.0], or where the **works** is for alterations and additions, the **employer** shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in the joint names of the **parties** until the date of **final completion**
- 10.3 The **party** responsible for effecting insurances [10.1.1-5; 10.2] shall provide proof of the insurances effected to the other **party** before the commencement of the **construction period** and, where required, provide proof of extension or renewal of such insurances before their expiry. Upon request the **party** responsible for effecting insurances shall provide the other **party** with the entire policy wording of such insurances
- 10.4 The **contractor** shall be responsible for the deductible amounts [CD] other than where a claim against an insurance cover is due to default of the **employer**, the **employer's** employees and/or **agents** and those for whose actions they are responsible
- 10.5 The **employer** may, at his expense, require the cover of the contract works insurance [10.1.1] to be increased. The **party** responsible for effecting insurances shall provide written proof of such adjustment
- 10.6 Where the **employer** fails to effect the required insurances within ten (10) **working days** after **notice** to do so the **contractor** may, on expiry of the notice period, suspend the **works** until such insurances have been effected [28.1.4]
- 10.7 Where this **agreement** is terminated [29.0] and the **contractor** is not required to make good the physical loss or repair damage to the **works**, the right to the proceeds of an insurance claim shall vest solely in the **employer**. The **party** responsible for the insurances shall give **notice** to the insurer to clarify the status of the insurance cover and/or further insurance obligations applicable to the **works**, public liability insurance, supplementary insurance and removal of lateral support insurance
- 10.8 Any amounts not recovered from insurers shall be borne by the **employer** or **contractor** in accordance with their respective obligations under this **agreement**
- 10.9 The **party** responsible for effecting the insurances shall keep insurers informed of any relevant changes in respect of this **agreement**
- 10.10 The **parties** shall at their discretion effect insurances for aspects not insured such as **construction equipment** and work by **direct contractors** after **practical completion**

11.0 SECURITIES

- 11.1 The **contractor** shall provide to the **employer** a **guarantee for construction** within fifteen (15) **working days** of acceptance of the **contractor's** tender and choose:
- 11.1.1 A **guarantee for construction** – (variable) initially equal to ten per cent (10%) of the **contract sum** and keep such **security** valid and enforceable until the **final payment certificate** has been issued to the **contractor** [25.15]
- or ...
- 11.1.2 A **guarantee for construction** – (fixed) equal to five per cent (5%) of the **contract sum** and a payment reduction of five per cent (5%) of the value of each **payment certificate** up to a maximum of five per cent (5%) of the **contract sum** [25.3.3; 25.12]. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued
- 11.2 The **contractor** shall:
- 11.2.1 Maintain and/or replace a **guarantee for construction** – (variable or fixed) [11.1.1-2] at least twenty (20) **working days** before such **security** is due to expire
- 11.2.2 Provide a **guarantee for advance payment** where an advance payment is required. The **contractor** shall keep such **security** valid and enforceable until the advance payment is repaid [11.3]
- 11.3 The amount of the **guarantee for advance payment** shall be reduced by the amount repaid by the **contractor** as certified by the **principal agent** in **payment certificates**. If the advance payment is not repaid by the date a **certificate of practical completion** is issued or deemed achievement of **practical completion** or by the date of termination by the **employer** due to **contractor** default [29.9.3], the entire outstanding amount shall immediately become due and payable
- 11.4 Where the **contractor** fails to provide the specified **guarantee for construction** the **employer** may:
- 11.4.1 Hand over the **site** to the **contractor** and withhold an amount in interim **payment certificates** to the **contractor** until the total amount withheld is equal to ten per cent (10%) of the **contract sum**. The amount withheld shall be reduced at **practical completion** [19.0] to two and one half per cent (2.5%) of the **contract sum** and to zero per cent (0%) in the **final payment certificate** [25.9; 25.15]
- or ...
- 11.4.2 Terminate this **agreement** [29.1.1; 29.2]
- 11.5 The **employer** shall:
- 11.5.1 Provide to the **contractor** a **guarantee for payment** where required in the accepted tender [CD] within fifteen (15) **working days** of acceptance of the **contractor's** tender
- 11.5.2 Keep such **guarantee for payment** valid and enforceable in terms of the **security** form and/or provide a replacement **guarantee for payment** at least twenty (20) **working days** before such **security** is due to expire
- 11.6 Where the **employer** fails to provide the **guarantee for payment** [CD], or such **security** has expired, the **contractor** may, after giving ten (10) **working days** notice, where such default has not been remedied, forthwith suspend the **works** until such **security** has been provided [12.1.1; 28.1.1] or by further notice terminate this **agreement** [29.14.2; 29.15]
- 11.7 Where the **contract value** exceeds the **contract sum** by more than ten per cent (10%) the **guarantee for payment** shall be adjusted at the **employer's** expense. The **employer** shall provide written proof of such adjustment
- 11.8 The original or the replacement **security** form(s) shall be returned to the other **party** within ten (10) **working days** after the expiry date
- 11.9 Where a **party** makes an unjustified call on a **security**, the amount paid and **default interest** shall be paid to the other **party** [27.1.2; 27.1.5]
- 11.10 The **contractor** shall waive his lien or right of continuing possession of the **works** on receipt of a **guarantee for payment** from the **employer**

EXECUTION

12.0 OBLIGATIONS OF THE PARTIES

12.1 The employer shall:

- 12.1.1 Provide a **guarantee for payment** [11.5], where applicable [CD]
- 12.1.2 Record specific requirements [CD] where the existing premises will be in use and occupied during the execution of the **works** including restriction of working hours [CD]
- 12.1.3 Record and describe relevant natural features and known services [CD] where the **contractor** shall be responsible for their preservation
- 12.1.4 Define any restrictions to the **site** or areas that the **contractor** may not occupy [CD]
- 12.1.5 Give possession of the **site** to the **contractor** on the agreed date [CD]
- 12.1.6 Effect and keep in force insurances in the joint names of the **parties**, where the **employer** is responsible for providing insurances [CD]
- 12.1.7 Make payments by the due date [25.10] [CD]
- 12.1.8 Make advance payments, where required [CD]
- 12.1.9 Permit reasonable access to the **works** by the **contractor** and/or **subcontractors** subsequent to **practical completion** to fulfil outstanding obligations [17.1.17; 19.7]
- 12.1.10 Supply **free issue** [CD] to suit the **programme**
- 12.1.11 Define the extent of work to be carried out by **direct contractors** [CD]
- 12.1.12 Ensure that the **principal agent** and/or **agents** provide adequate **construction information** timeously to the **contractor**
- 12.1.13 At the **employer's** discretion make direct payment where the **contractor** has failed to honour a n/s subcontract payment advice after **notice** of default by a **subcontractor** to the **principal agent**, the **employer** and the **contractor** [14.5 and/or 15.5]

12.2 The contractor shall:

- 12.2.1 Have inspected the **site** and any existing structures and be thoroughly acquainted with the conditions under which the **works** is to be executed including means of access and any matters which may influence the execution and/or the pricing of the **works**
- 12.2.2 Within fifteen (15) **working days** of acceptance of the **contractor's** tender submit to the **principal agent** the **priced document** with items priced to include all costs, overheads and profit, extended and cast. Where the **priced document** contains errors or discrepancies and/or prices considered by the **principal agent** to be imbalanced or unreasonable the **principal agent** and the **contractor** shall adjust such prices without any change to the **contract sum**
- 12.2.3 Provide a **guarantee for construction** [11.1; 11.2.1]
- 12.2.4 Provide a **guarantee for advance payment** [11.2.2], where applicable [CD]
- 12.2.5 Effect and keep in force insurances in the joint names of the **parties** where the **contractor** is responsible for providing insurances [10.0] [CD]
- 12.2.6 Prepare and submit to the **principal agent** within fifteen (15) **working days** of receipt of **construction information a programme** for the **works** in sufficient detail to enable the **principal agent** to monitor the progress of the **works**
- 12.2.7 On being given possession of the **site** commence the **works** and proceed with due diligence, regularity, expedition, skill and appropriate resources to bring the **works** to **practical completion** and to **final completion** [21.12]
- 12.2.8 Provide everything necessary for the proper execution of the **works** in compliance with the **agreement**

- 12.2.9 Coordinate the **programme** with **subcontractors'** and **direct contractors' programmes**
- 12.2.10 Regularly update the **programme** to illustrate progress of the **works** and revise the **programme** where the **principal agent** has revised the date for **practical completion**
- 12.2.11 Regularly submit to the **principal agent** a progress report and a schedule of outstanding **construction information** to avoid delays to the **works**
- 12.2.12 Cooperate with the **principal agent** in the preparation of cash flow projections and the compilation of **payment certificates** [25.1]
- 12.2.13 Designate a competent person to continuously administer and control the **works** and to receive and implement **notices** and **contract instructions** on behalf of the **contractor**
- 12.2.14 Maintain daily records of categories of persons and **construction equipment** employed on the **works** and regularly provide copies to the **principal agent**
- 12.2.15 Keep on **site** a copy of all **construction information** required for execution of the **works** to which the **employer** and **principal agent** and/or **agents** shall have reasonable access
- 12.2.16 Allow the **employer** and **principal agent** and/or **agents** reasonable access to the **works**, workshops and other places where work is being prepared, executed and/or stored
- 12.2.17 Give **notice** forthwith to the **principal agent** and/or the **employer** where items of **free issue** have been received damaged prior to storage or, where on unpacking, are found not to be in good order before installing such items
- 12.2.18 Provide, maintain and remove on **practical completion** all temporary structures, **construction equipment** and notice boards
- 12.2.19 On achievement of **practical completion** hand over to the **principal agent** all information for the preparation of 'as built' documentation and applicable statutory and/or regulatory approval certificates as well as all operating and instruction manuals and the like
- 12.2.20 Cede to the **employer** on the date of issue of the **certificate of final completion** any guarantees, product warranties or indemnities pertaining to the **works**. This cession shall not prejudice any other rights that the **employer** may have [21.11]
- 12.2.21 Forthwith notify all **subcontractors** where a **certificate of practical completion** and/or a **certificate of final completion** has been issued by the **principal agent** for the **works**, or a **section** thereof
- 12.3 The **principal agent** and the **contractor** shall hold regular meetings to monitor progress of the **works** and to deal with technical and coordination matters. The **principal agent** shall record and timeously distribute the minutes of such meetings

13.0 SETTING OUT

- 13.1 The **principal agent** and/or an **agent** with delegated authority shall:
 - 13.1.1 Point out boundary pegs or beacons identifying the **site** and the datum level
 - 13.1.2 Define the setting out points and levels required for the execution of the **works**
- 13.2 The **contractor** shall:
 - 13.2.1 Be responsible for accurate setting out of the **works** notwithstanding checking by others
 - 13.2.2 Be responsible for the preservation and the reinstatement of boundary pegs, beacons and other survey information and, where disturbed or destroyed, replace such items at his expense
 - 13.2.3 Not be responsible for incorrect setting out if incorrect information was issued to the **contractor**. In such event the **contractor** may be entitled to a revision of the date for **practical completion** [23.2.5] and/or an adjustment of the **contract value** [26.0]
 - 13.2.4 Immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on **site** and forthwith give **notice** to the **principal agent** who shall issue a **contract instruction** on how to proceed with the **works**. Any relics or other articles of value found on the **site** shall remain the property of the **employer**

14.0 NOMINATED SUBCONTRACTORS

14.1 The principal agent and/or agents shall:

- 14.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and this **agreement** for work intended to be executed by a nominated **subcontractor**
- 14.1.2 Call for tenders
- 14.1.3 Scrutinise the received tenders for compliance with the tender documents in consultation with the **contractor**, where appointed
- 14.1.4 Nominate a **subcontractor** and instruct the **contractor** [17.1.14] to appoint such **subcontractor** as a nominated **subcontractor** in terms of the **n/s subcontract agreement** and other tender requirements
- 14.1.5 Inform the **contractor** where an advance payment is to be made to the **subcontractor** for an amount included in the accepted tender and that a **guarantee for advance payment** shall be provided by the **subcontractor** for the amount stated [NSSA-CD]

14.2 The **contractor** may refuse to appoint such **subcontractor**:

- 14.2.1 Against whom the **contractor** makes a reasonable objection
- 14.2.2 Who refuses or fails to enter into a **n/s subcontract agreement** and/or to comply with other tender requirements
- 14.2.3 Who has failed to provide a required security [NSSA-CD]

14.3 Where such **subcontractor** is not appointed by the **contractor** for the reasons stated [14.2], or where the appointment of a **subcontractor** has been terminated, another **subcontractor** shall be nominated and appointed in accordance with a **contract instruction** issued by the **principal agent**

14.4 Where the **subcontractor** has complied with the tender requirements, in accordance with a **contract instruction** issued by the **principal agent** [17.1.14], the **contractor** shall:

- 14.4.1 Appoint the **subcontractor** as a nominated **subcontractor** and forward a copy of the signed **n/s subcontract agreement** to the **principal agent**
- 14.4.2 Provide a **guarantee for payment** in the amount stated within fifteen (15) **working days** of such appointment, where required in the **n/s subcontract agreement** [CD]
- 14.4.3 Forward the **subcontractor's** regular payment claims to the **principal agent** and/or **agents** by the date stated [NSSA-CD]
- 14.4.4 Issue to each **subcontractor** (with a copy to the **principal agent**) a **JBCC® n/s subcontract payment advice** and a **JBCC® n/s subcontract recovery statement** to reconcile the amount due for payment with the amount stated in the **JBCC® n/s subcontract payment notification** issued by the **principal agent**
- 14.4.5 Pay the **subcontractor** the amount certified by the date stated in the **JBCC® NSSA contract data** [25.13]

14.5 Where the **contractor** fails to provide proof of payment to the **subcontractor** within five (5) **working days** of a **notice** by the **principal agent**, the **employer** may instruct the **principal agent** to certify direct payment to the **subcontractor** and recover such amount from the **contractor** [27.2.7]

14.6 Where a nominated **subcontractor** has been declared insolvent, or where, after notification by the **contractor**, the **principal agent** agrees that a nominated **subcontractor** is in default of a material term of the **n/s subcontract agreement**, the **principal agent** shall instruct the **contractor** to give **notice** to the **subcontractor** to rectify such default. The **principal agent** shall instruct the **contractor** to terminate the **n/s subcontract agreement** should such default continue for five (5) **working days** after such **notice** [17.1.15]

14.7 Where a **n/s subcontract agreement** with a nominated **subcontractor** is terminated:

- 14.7.1 Due to default or insolvency of the **subcontractor** [23.2.10], or default of the **employer**, the **principal agent** and/or **agents** [23.2.11] any variation in the cost of completing such subcontract works shall be for the account of the **employer**
- 14.7.2 Due to default or insolvency of the **contractor** any variation in the cost of completing such subcontract works shall be for the account of the **contractor**. The **employer** may recover expense and/or loss [27.2.8]

14.7.3 The **principal agent** shall instruct the **contractor** to appoint another nominated **subcontractor** [14.1.4] to complete the subcontract works

14.8 There shall be no privity of contract between the **employer** and a **subcontractor** appointed by the **contractor**

15.0 SELECTED SUBCONTRACTORS

15.1 The **principal agent** and/or **agents** shall:

15.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and this **agreement** for work intended to be executed by a selected **subcontractor** in consultation with and to the reasonable approval of the **contractor**

15.1.2 Call for tenders from a list of tenderers agreed between the **contractor** and the **principal agent**

15.1.3 Scrutinise the received tenders for compliance with the tender documents in consultation with the **contractor**

15.1.4 In consultation with the **contractor**, choose the compliant tenderer to be appointed as a selected **subcontractor** in terms of the **n/s subcontract agreement**

15.1.5 Inform the **contractor** where an advance payment is to be made to the **subcontractor** for an amount included in the accepted tender and that a **guarantee for advance payment** shall be provided by the **subcontractor** for the amount stated [NSSA-CD]

15.2 The **contractor** may refuse to appoint such **subcontractor**:

15.2.1 Who refuses or fails to enter into a **n/s subcontract agreement** and/or to comply with other tender requirements

15.2.2 Who has failed to provide a required security [NSSA-CD]

15.2.3 Against whom the **contractor** makes a reasonable objection where circumstances have changed

15.3 Where such **subcontractor** is not appointed by the **contractor** for the reasons stated [15.2], or where the appointment of a **subcontractor** has been terminated, another **subcontractor** shall be chosen in consultation with the **contractor** and appointed in accordance with a **contract instruction** issued by the **principal agent**

15.4 Where the **subcontractor** has complied with the tender requirements, in accordance with a **contract instruction** issued by the **principal agent** [17.1.14], the **contractor** shall:

15.4.1 Appoint the **subcontractor** as a selected **subcontractor** and forward a copy of the signed **n/s subcontract agreement** to the **principal agent**

15.4.2 Provide a **guarantee for payment** in the amount stated within fifteen (15) **working days** of such appointment, where required in the **n/s subcontract agreement** [CD]

15.4.3 Forward the **subcontractor's** regular payment claims to the **principal agent** and/or **agents** by the date stated [NSSA-CD]

15.4.4 Issue to each **subcontractor** (with a copy to the **principal agent**) a **JBCC® n/s subcontract payment advice** and a **JBCC® n/s subcontract recovery statement** to reconcile the amount due for payment with the amount stated in the **JBCC® n/s subcontract payment notification** issued by the **principal agent**

15.4.5 Pay the **subcontractor** the amount certified by the date stated in the **JBCC® NSSA contract data** [25.13]

15.5 Where the **contractor** fails to provide proof of payment to a **subcontractor** within five (5) **working days** of a **notice** by the **principal agent**, the **employer** may instruct the **principal agent** to certify direct payment to the **subcontractor** and recover such amount from the **contractor** [27.2.7]

15.6 Where the selected **subcontractor** is in default of a material term of the **n/s subcontract agreement**, the decision of whether or not to terminate the **n/s subcontract agreement** is that of the **contractor**

15.7 Where a **n/s subcontract agreement** with a selected **subcontractor** is terminated:

- 15.7.1 Due to default of the **employer**, the **principal agent** and/or **agents** any variation in the cost of completing such subcontract works shall be for the account of the **employer** [25.3.7]
- 15.7.2 Other than due to the default by the **employer**, the **principal agent** and/or **agents** any variation in the cost of completing the subcontract works shall be for the account of the **contractor** [25.3.7]
- 15.7.3 The **principal agent** shall instruct the **contractor** to appoint another selected **subcontractor** [15.1.4] to complete the subcontract works
- 15.8 There shall be no privity of contract between the **employer** and a **subcontractor** appointed by the **contractor**

16.0 DIRECT CONTRACTORS

- 16.1 The **contractor** shall:
- 16.1.1 In accordance with a **contract instruction** [17.1.16] permit **direct contractors** [CD] to execute and/or install work as part of the **works**. Such access to the **works** shall not constitute deemed achievement of **practical completion** or occupation by the **employer** [19.6]
- 16.1.2 Make reasonable allowance in the **programme** for such work or installation
- 16.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [23.2.9; 27.1.7]
- 16.2 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **agreement**
- 16.3 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**

17.0 CONTRACT INSTRUCTIONS

- 17.1 The **principal agent** may issue **contract instructions** to the **contractor** regarding:
- 17.1.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC®** Principal Building Agreement
- 17.1.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 17.1.3 The **site** [13.0]
- 17.1.4 Compliance with the **law**, regulations and bylaws [2.1]
- 17.1.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 17.1.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 17.1.7 Removal or re-execution of work
- 17.1.8 Removal or substitution of any **materials and goods**
- 17.1.9 Protection of the **works**
- 17.1.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 17.1.11 Rectification of **defects** [21.2]
- 17.1.12 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**
- 17.1.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**
- 17.1.14 Appointment of a **subcontractor** [14.0; 15.0]

- 17.1.15 Termination of a nominated n/s subcontract agreement [14.6]
- 17.1.16 Work by **direct contractors** [16.0]
- 17.1.17 Access by others or previous contractors to remedy defective work
- 17.1.18 Removal from the **site** of any person employed on the **works**
- 17.1.19 Removal from the **site** of any person not engaged on or connected with the **works**
- 17.1.20 On **suspension** or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0]
- 17.2 The **contractor** shall comply with and duly execute all **contract instructions**
- 17.3 Should the **contractor** fail to proceed with a **contract instruction** with due diligence, the **principal agent** may give **notice** to the **contractor** to proceed within five (5) **working days** of receipt of such **notice**. Where the **contractor** remains in default, the **employer** may engage others to carry out such **contract instruction** and recover expense and/or loss incurred [27.2.3]
- 17.4 The **contractor** shall not be obliged to execute **contract instructions** for additional work issued after the certified or deemed date of **practical completion**
- 17.5 Oral instructions shall be of no force or effect

COMPLETION

18.0 INTERIM COMPLETION

- 18.1 This clause applies only to the n/s subcontract agreement and is included to retain the same clause numbers between the two agreements

19.0 PRACTICAL COMPLETION

- 19.1 The **principal agent** shall:
 - 19.1.1 Inspect the **works** at appropriate intervals to give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** required of the **contractor** to achieve **practical completion** [CD]
 - 19.1.2 Issue a **contract instruction** [17.1] consequent on each such inspection, where necessary
- 19.2 The **contractor** shall:
 - 19.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** has been achieved
 - 19.2.2 Give at least five (5) **working days notice** to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 19.3 The **principal agent** shall inspect the **works**, or a **section** thereof, within the period stated [CD] and forthwith issue to the **contractor**:
 - 19.3.1 A comprehensive and conclusive **list for practical completion** [17.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
 - 19.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**

or ...

- 19.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works**, or a **section** thereof, was achieved
- 19.3.4 A **list for completion** with a copy to the **employer**
- 19.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, or the **certificate of practical completion** [19.3], the **contractor** shall give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **practical completion** shall be deemed to have been achieved on the date of such **notice** and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 19.5 On issue of the only or last **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived. On issue of the **certificate of practical completion** for a **section**, the **employer** shall be entitled to possession of such **section**
- 19.6 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred. The **principal agent** shall after inspection of the **works** [19.3] issue a **certificate of practical completion** to the **contractor** with a copy to the **employer** within five (5) **working days** of the date of possession of the whole or a portion of the **works** by the **employer** and the **list for completion** of items to be rectified and work to be completed within a period agreed between the **parties**
- 19.7 On issue of the **certificate of practical completion** of the **works**, or a **section** thereof, where the **principal agent** instructs that installation work is to be executed by others, the **employer** and/or **contractor** shall allow access for such installations

20.0 COMPLETION IN SECTIONS

- 20.1 Where completion in **sections** is required [CD] the terms and conditions applicable to the **works** as a whole shall apply to each **section**
- 20.2 The **principal agent** shall for each **section** issue:
- 20.2.1 A **certificate of practical completion** [19.3]
- 20.2.2 A **certificate of final completion** indicating where applicable, if it is for the last **section** to reach **final completion** [21.6.2]

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 21.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily attended to [21.6], whichever is the later
- 21.2 Where **defects** become apparent during the defects liability period the **principal agent** may instruct the **contractor** [17.1.11] to progressively attend to such items, whilst at all times minimising inconvenience to the occupants
- 21.3 The **contractor** shall:
- 21.3.1 Inspect and forthwith rectify all items on the **list for completion** no later than ten (10) **working days** before the expiry of the defects liability period [19.3.4]
- 21.3.2 Give **notice** to the **principal agent** to inspect the **works** within five (5) **working days** of receipt of such **notice**
- 21.4 Where items on the **list for completion** have not been attended to the **principal agent** shall give **notice** to the **contractor** of such outstanding items. The process [21.3] shall be repeated until all items on the **list for completion** have been attended to

- 21.5 The **contractor** shall give **notice** to the **principal agent** when the outstanding items on the **list for completion** have been attended to. The **principal agent** shall inspect the **works** within five (5) **working days** of receipt of such **notice**
- 21.6 On the expiry of the ninety (90) **calendar days** defects liability period [21.1] or when all items on the **list for completion** have been attended to and on receipt of the **contractor's notice** to the **principal agent**, whichever is the later, the **principal agent** shall inspect the **works** and within ten (10) **working days** either:
- 21.6.1 Issue a **list for final completion** detailing all outstanding work or **defects** that must be attended to, or rectified to achieve **final completion**
- or ...
- 21.6.2 Issue the **certificate of final completion** to the **contractor** with a copy to the **employer**
- 21.7 Where the **principal agent** issues a **list for final completion**:
- 21.7.1 The **contractor** shall forthwith complete all outstanding work and rectify all the **defects**
- 21.7.2 The **contractor** shall give **notice** to the **principal agent** when all outstanding work has been completed and all the **defects** have been rectified
- 21.7.3 The **principal agent** shall, within five (5) **working days** of receipt of the **contractor's notice(s)** [21.7.2] give **notice** to the **contractor** either that the items on the **list for final completion** have been completed, or issue an updated **list for final completion** of the items not completed and of any further **defects** that have become evident since the last inspection
- 21.8 Where the **principal agent** gives **notice** to the **contractor** of items on the **list for final completion** or an updated **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** the process [21.7.2-3] shall be repeated until all items on the (updated) **list for final completion** have been completed. On completion of all items on the (updated) **list for final completion** the **principal agent** shall forthwith issue the **certificate of final completion** to the **contractor** with a copy to the **employer**
- 21.9 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period [21.6], the **contractor** shall forthwith give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on expiry of such **notice** period and the **principal agent** shall forthwith issue the **certificate of final completion**
- 21.10 Where a **subcontractor's** defects liability period extends beyond the **contractor's** defects liability period:
- 21.10.1 The **contractor's** obligations and liability concerning the **subcontractor's defects** shall end on the date of issue of the **certificate of final completion**
- 21.10.2 The remaining portion of the **subcontractor's** defects liability period shall be ceded to the **employer** on the date of issue of the **certificate of final completion**
- 21.11 Where the **contractor**, a **subcontractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights and obligations under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have [12.2.20]
- 21.12 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [12.2.7] have been fulfilled other than for **latent defects**

22.0 LATENT DEFECTS LIABILITY PERIOD

- 22.1 The **latent defects** liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the certified date of **final completion**
- 22.2 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the **latent defects** liability period [3.3]
- 22.3 Where termination of this **agreement** occurs before the date of **final completion**, the **latent defects** liability period shall end:

22.3.1 Five (5) years from the date of termination [29.10] for the completed portion of the **works** only
or ...

22.3.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [29.20], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [29.17.3; 29.23]

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

23.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:

23.1.1 Adverse weather conditions

23.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such a delay

23.1.3 Making good physical loss and repairing damage to the **works** [8.2] where such risk is beyond the reasonable control of the **parties**

23.1.4 Late supply of a **prime cost amount** item where the **contractor** has taken reasonable steps to avoid or reduce such delay

23.1.5 Exercise of statutory power by a body of state or public or local authority that directly affects the execution of the **works**

23.1.6 **Force majeure**

23.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [26.7] for a delay to **practical completion** caused by one or more of the following events:

23.2.1 Delayed possession of the **site** [12.1.5]

23.2.2 Making good physical loss and repairing damage to the **works** [8.5] where the **contractor** is not at risk

23.2.3 **Contract instructions** [17.1-2] not occasioned by the **contractor's** default

23.2.4 Opening up and testing of work and **materials and goods** where such work is in accordance with the **agreement** [17.1.6]

23.2.5 Late or incorrect issue of **construction information** [12.1.12; 13.2.3]

23.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible [12.1.10]

23.2.7 Late appointment of a **subcontractor** in terms of the agreed **programme** where the **contractor** has taken reasonable steps to avoid or reduce such delay [14.4.1; 15.4.1]

23.2.8 Late acceptance by the **principal agent** and/or **agents** of a design undertaken by a selected **subcontractor** where the **contractor's** obligations have been met [7.3]

23.2.9 An act or omission by a nominated **subcontractor** [14.0] or a **direct contractor** [16.0]

23.2.10 Insolvency or termination of a nominated **subcontractor** [14.7.2]

23.2.11 **Suspension** or termination by a **subcontractor** due to default of the **employer**, the **principal agent** and/or **agents**

23.2.12 Execution of additional work for which the quantity in the **bills of quantities** is not sufficiently accurate

23.2.13 **Suspension** of the **works** [28.0]

- 23.3 Further circumstances for which the **contractor** may be entitled to a revision of the date for **practical completion** and an adjustment of the **contract value** are delays to **practical completion** due to any other cause beyond the **contractor's** reasonable control that could not have reasonably been anticipated and provided for. The **principal agent** shall adjust the **contract value** where such delay is due to the **employer** and/or **agents**
- 23.4 Should a listed circumstance occur [23.1-3] which could cause a delay to the date for **practical completion**, the **contractor** shall:
- 23.4.1 Take reasonable steps to avoid or reduce such delay
- 23.4.2 Within twenty (20) **working days** of becoming aware, or ought reasonably to have become aware of such delay, give **notice** to the **principal agent** of the intention to submit a claim for a revision to the date for **practical completion**, failing which the **contractor** shall forfeit such claim
- 23.5 The **contractor** shall submit a claim for the revision of the date for **practical completion** to the **principal agent** within forty (40) **working days**, or such extended period as the **principal agent** may allow, from when the **contractor** is able to quantify the delay in terms of the **programme**
- 23.6 Where the **contractor** submits a claim for a revision of the date for **practical completion** the claim shall in respect of each circumstance separately state:
- 23.6.1 The relevant clause [23.1-3] on which the **contractor** relies
- 23.6.2 The cause and effect of the delay on the current date for **practical completion**, where appropriate, illustrated by a change to the critical path on the current **programme**
- 23.6.3 The extension period claimed in **working days** and the calculation thereof
- 23.7 The **principal agent** shall, within twenty (20) **working days** of receipt of the claim, grant in full, reduce or refuse the **working days** claimed, and:
- 23.7.1 Determine the revised date for **practical completion** as a result of the **working days** granted
- 23.7.2 Identify each event and the reference clause for each revision granted or amended
- 23.7.3 Give reasons where such claim is refused or reduced
- 23.8 Where the **principal agent** fails to act within the period [23.7] such claim shall be deemed to be refused. The **contractor** may give **notice** of a disagreement [30.1] where the **principal agent** refuses a claim, alternatively reduces a claim, or fails to act

24.0 PENALTY FOR LATE OR NON-COMPLETION

- 24.1 Where the **contractor** fails to bring the **works**, or a **section** thereof, to **practical completion** by the date for **practical completion** [CD], or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 24.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give **notice** thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
- 24.2.1 The actual or deemed date of **practical completion** of the **works**, or a **section** thereof [23.7.1]
- 24.2.2 The date of termination [29.8]
- 24.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

PAYMENT

25.0 PAYMENT

- 25.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of cash flow statements and payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 25.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the **final payment certificate**. A **payment certificate** may be for a nil or negative amount
- 25.3 Each **payment certificate** shall separately include:
- 25.3.1 A fair estimate of the value of work executed
 - 25.3.2 A fair estimate of the value of **materials and goods** [25.4; 25.5]
 - 25.3.3 **Security** adjustment [11.1.2; 11.4.1]
 - 25.3.4 Cost fluctuations, if applicable
 - 25.3.5 The gross amount certified
 - 25.3.6 The amount previously certified
 - 25.3.7 Amounts due to either **party** in the **recovery statement** [27.1]
 - 25.3.8 **Tax**
 - 25.3.9 Interest amounts included in the **recovery statement**
 - 25.3.10 Other non-taxable amounts
 - 25.3.11 The net amount certified due to the **contractor** or the **employer**
- 25.4 The value of **materials and goods** [25.3.2] (excluding **materials and goods** off **site** or in transit) shall be included in the amount certified only where:
- 25.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
 - 25.4.2 Stored and suitably protected against loss and damage
 - 25.4.3 Covered by insurances [10.0]
- 25.5 The value of **materials and goods** [25.3.2] stored off **site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** acceptable to the **employer**
- 25.6 **Materials and goods** when certified [25.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 25.7 The **principal agent** shall concurrently with each **payment certificate** issue:
- 25.7.1 To the **employer** and the **contractor** a **recovery statement** showing the amounts due to either **party** in the current **payment certificate**
 - 25.7.2 To the **contractor** a statement showing the amount certified for each **subcontractor**
 - 25.7.3 To each **subcontractor** a n/s subcontract payment notification showing the amount included in the **payment certificate** and its date of issue
 - 25.7.4 The determination of **default interest**
 - 25.7.5 The determination of **compensatory interest**

- 25.8 An interim **payment certificate** shall not be evidence that the **works and materials and goods** are in terms of the **agreement**
- 25.9 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments [26.0; 27.0] in the **final payment certificate**
- 25.10 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within fourteen (14) **calendar days** of the date for issue of the **payment certificate** [CD] including **default interest** and/or **compensatory interest**
- 25.11 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** within twenty-one (21) **calendar days** of the date of issue of the **payment certificate** [CD] including **default interest**
- 25.12 Where a **guarantee for construction** (fixed) and payment reduction [11.1.2] has been chosen the value of the **works** [26.0] and **materials and goods** [25.3.2] that exceeds the **contract sum** and any contract price adjustments (cost fluctuations) [25.3.4; 26.9.5] [CD] shall be certified in full. The value certified that does not exceed the **contract sum** shall be subject to the following percentage adjustments:
- 25.12.1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 25.12.2 Ninety-seven and one half per cent (97.5%) of such value in interim **payment certificates** issued up to but excluding the **final payment certificate**
- 25.12.3 One hundred per cent (100%) of such value in the **final payment certificate**
- 25.13 The **contractor** shall pay all **subcontractors** within seven (7) **calendar days** of the due date for payment by the **employer** [CD] and on request provide proof thereof to the **principal agent** within seven (7) **calendar days** of a request to do so
- 25.14 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give ten (10) **working days notice** to comply, failing which the **contractor** may:
- 25.14.1 **Suspend the works** [28.1.3]
- 25.14.2 Exercise the lien or right of continuing possession of the **works** where this has not been waived
- 25.14.3 Call up the **guarantee for payment** [11.5]
- 25.15 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within seven (7) **calendar days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [26.11; 29.0]
- 25.16 Where the **contractor** disputes the correctness of the **final account** within the period allowed [26.12], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 25.17 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

- 26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on **site**, the **contractor** shall have the right to be present
- 26.2 Adjustments to the **contract value** resulting from a **contract instruction** [17.1] shall be determined as follows:
- 26.2.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
- 26.2.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
- 26.2.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 26.2.4 Work omitted shall be valued at the rates in the **priced document**, but where the omission of such work alters the circumstances under which the remaining work is carried out, the value of the remaining work shall be determined by the above methods
- 26.3 Where work is identified as provisional in the **priced document** the **principal agent** shall omit such value from the **contract value** and add the value of work as executed to the **contract value**
- 26.4 Where the **contractor** has made payment for items not included in the **priced document** in accordance with a **contract instruction** with the approval of the **principal agent**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 26.4.1 Charges by authorities [2.1]
- 26.4.2 The cost of opening up and testing [17.1.6], where the work is according to this **agreement**
- 26.4.3 The cost of insurances [10.0], where applicable [CD]
- 26.5 The **contractor** shall give **notice** to the **principal agent** within twenty (20) **working days** of becoming aware, or ought reasonably to have become aware of expense and/or loss for which provision was not required in the **contract sum** failing which such claim shall be forfeited
- 26.6 Following **notice** [26.5], the **contractor** shall submit a detailed and substantiated claim for the adjustment of the **contract value** to the **principal agent** within forty (40) **working days**, or such additional period as the **principal agent** may allow
- 26.7 The **principal agent** shall make a fair assessment of the claim [26.6] and adjust the **contract value** within twenty (20) **working days** of receipt of such details
- 26.8 Where the **principal agent** fails to act within such period [26.7] the claim shall be deemed to be refused. The **contractor** may give **notice** of a disagreement [30.1] where no assessment is received
- 26.9 The **principal agent** shall:
- 26.9.1 Omit **prime cost amounts** and **budgetary allowances** [17.1.13] from the **contract sum** and determine the actual value of such work to be added to the **contract value**
- 26.9.2 Omit **provisional sums** [17.1.13] from the **contract sum** and determine the actual value of such **subcontractors'** work to be added to the **contract value**
- 26.9.3 Prorate the **contractor's** allowances for profit and attendance on **provisional sums** and **prime cost amounts** excluding any allowance for cost fluctuations
- 26.9.4 Adjust the **preliminaries** amounts in accordance with the method selected [CD]
- 26.9.5 Adjust the **contract value** to include contract price adjustments (cost fluctuations), if applicable [CD]
- 26.9.6 Rectify discrepancies, errors in description or quantity or omission of items in this **agreement** other than in the **JBCC® Principal Building Agreement** [17.1.1]
- 26.10 The **principal agent** shall prepare and issue the **final account** to the **contractor** within sixty (60) **working days** of the date of **practical completion**
- 26.11 The **contractor** shall accept the **final account** within thirty (30) **working days** of receipt thereof or give **notice** of non-acceptance with reasons failing which the **final account** shall be deemed to be accepted
- 26.12 Should the reasons for non-acceptance of the **final account** [26.11] not be resolved within ten (10) **working days** of the **notice** of non-acceptance, or within such extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement
- 26.13 The **principal agent** shall issue the **final payment certificate** to the **contractor** within seven (7) **calendar days** of acceptance of the **final account**

27.0 RECOVERY OF EXPENSE AND/OR LOSS

- 27.1 The **principal agent** shall issue a **recovery statement** with each **payment certificate** to the parties with explanatory documentation to support the calculation of amounts due to:

The **employer** resulting from:

- 27.1.1 **Penalty** [24.3]
- 27.1.2 **Default interest** [25.7.4]
- 27.1.3 Expense and/or loss [27.2]

The **contractor** resulting from:

- 27.1.4 **Default interest** [25.7.4]
- 27.1.5 **Compensatory interest** [25.7.5]
- 27.1.6 Damages
- 27.1.7 Expense or loss caused by a **direct contractor** [16.1.3]
- 27.1.8 Advance payments [9.2.10; 12.1.8]
- 27.1.9 Termination of a **n/s subcontract agreement** due to default of the **employer**, the **principal agent** and/or **agents** [14.7.1; 15.7.1]

27.2 The **employer** may recover expense and/or loss incurred or to be incurred resulting from:

- 27.2.1 Paying charges [2.1]
- 27.2.2 Effecting insurances due to the **contractor's** default [10.0]
- 27.2.3 Work executed by others due to the **contractor's** default [17.3]
- 27.2.4 Recoupment of advance payments [9.2.10; 11.3]
- 27.2.5 The **contractor** not paying amounts due to the **employer** [25.3.7]
- 27.2.6 Termination of this **agreement** by the **employer** [29.1]
- 27.2.7 Amounts paid directly to **subcontractors** on default by the **contractor** [14.5; 15.5]
- 27.2.8 Termination of a **n/s subcontract agreement** [14.7.2; 15.7.2]
- 27.2.9 Default by the **contractor** where not less than five (5) **working days notice** detailing such default has been given before the issue of the next **recovery statement** to allow the **contractor** the opportunity to remedy such default
- 27.2.10 Adjustment of the **n/s subcontract preliminaries** due to the **subcontractor** as a result of a default by the **contractor**
- 27.3 Where an amount is due to either **party** and has not been paid, the other **party** may recover the amount from any of the following:
 - 27.3.1 Subsequent **payment certificates** [25.0]
 - 27.3.2 A demand in terms of the **security** [11.0]
 - 27.3.3 The defaulting **party** as a debt
- 27.4 Where either **party** has been liquidated, or this **agreement** terminated, the other **party** may exercise rights in terms of the **security** [11.0]

SUSPENSION AND TERMINATION

28.0 SUSPENSION BY THE CONTRACTOR

- 28.1 The **contractor** may give ten (10) **working days notice** to the **employer** and the **principal agent** of the intention to suspend the **works** where the **employer** or the **principal agent** has failed to:
- 28.1.1 Provide and/or maintain a **guarantee for payment**, where required [11.5-6]
 - 28.1.2 Issue a **payment certificate** by the due date [25.2] [CD]
 - 28.1.3 Make payment in full of an amount certified in an interim **payment certificate** by the due date [25.10] [CD]
 - 28.1.4 Effect insurances [10.1.1-5; 10.2], where applicable [CD]
 - 28.1.5 Appoint another **principal agent** and/or another **agent**, where applicable [6.5] or where an **agent** has failed to act in terms of delegated authority [6.4]
- 28.2 Where the **employer** has not remedied a default in terms of a **notice** the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 28.3 Where the **works** is suspended the **contractor** shall instruct each **subcontractor** to suspend the n/s subcontract works forthwith
- 28.4 Where the **works** has been suspended by the **contractor** [23.2.13] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** with an adjustment of the **contract value**

29.0 TERMINATION

Termination by the employer

- 29.1 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- 29.1.1 Provide and maintain a **guarantee for construction** [CD]
 - 29.1.2 Proceed with the **works** [12.2.7]
 - 29.1.3 Comply timeously with a **contract instruction** [17.0]
- 29.2 Where the **employer** contemplates terminating this **agreement** the **employer** or the **principal agent** on instruction from the **employer** shall give **notice** thereof to the **contractor** of a specified default [29.1.1-3], to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 29.3 Where the **contractor** has not remedied a specified default within such period [29.2] the **employer** may forthwith give **notice** to the **contractor** of termination of this **agreement**
- 29.4 The **employer** may employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [27.2.3]. The **contractor** shall be liable to the **employer** for such costs that shall be included in the **final account** [26.10]
- 29.5 The **employer** may use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 29.6 Should the **contractor** default on removing temporary structures or **construction equipment** from the **site** the **employer**, without being responsible for any loss or damage, may have such items belonging to the **contractor** removed or sold. Resulting costs and/or income shall be included in the **final account**
- 29.7 The **employer**, on **notice** to the **contractor**, may recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the remaining work [25.3.7; 27.1.3]
- 29.8 The **employer** may apply the **penalty** [24.0] up to the date of termination where the initial or revised date for **practical completion** has passed

- 29.9 The **employer** has the right of recovery against the **contractor**, where applicable, [CD] from:
The **guarantee for construction** (variable) until the final payment has been made; or
The **guarantee for construction** (fixed) until the date of **practical completion**; or
The payment reduction until the final payment is made; or
The **guarantee for advance payment** until the outstanding balance has been repaid to the **employer**
- 29.10 The **latent defects** liability period for the completed portion of the **works** shall end [22.3.1] five (5) years from the date of termination
- 29.11 Where this **agreement** is terminated, the **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**
- 29.12 Termination of the **works** shall not prejudice any rights the **employer** may have
- 29.13 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

Termination by the contractor

- 29.14 The **contractor** may give **notice** of intention to terminate this **agreement** where:
 - 29.14.1 The **employer** has failed to provide and maintain a **guarantee for payment**, where applicable [CD]
 - 29.14.2 The **employer** has failed to give possession of the **site** to the **contractor** [12.1.5]
 - 29.14.3 The **employer** has failed to allow the **principal agent** and/or **agents** to exercise fair and reasonable judgement as contemplated by this **agreement** [6.6]
 - 29.14.4 The **employer** has failed to effect insurances, where applicable [CD]
 - 29.14.5 The **employer** has failed to pay the amount certified by the due date [25.10]
 - 29.14.6 The **employer** has failed to appoint another **principal agent** and/or **agents**, where applicable [6.5]
 - 29.14.7 The **principal agent** has failed to issue a **payment certificate** to the **contractor** by the due date [25.2]
- 29.15 Where the **contractor** contemplates terminating this **agreement**, the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [29.14.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 29.16 Where a specified default has not been remedied within such period [29.15] the **contractor** may forthwith give **notice** to the **employer** and the **principal agent** of the termination of this **agreement**
- 29.17 Where this **agreement** is terminated by the **contractor**:
 - 29.17.1 The **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**
 - 29.17.2 The **contractor** shall remove temporary structures, **construction equipment** and, on **notice**, surplus **materials and goods** from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
 - 29.17.3 The **latent defects** liability period shall end on the date of termination [22.3.2]
 - 29.17.4 The **contractor** may be entitled to recover damages [27.1.6]
 - 29.17.5 The **guarantee for construction** shall expire on the date of termination
 - 29.17.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
 - 29.17.7 The **guarantee for payment** [11.5-6], where applicable [CD], shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier
- 29.18 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 29.19 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**

Termination by either party

29.20 Either **party** may give **notice** of intention to terminate this **agreement** where:

29.20.1 The **works** is for alterations and/or additions to (an) existing building(s), or a new building, which has been substantially destroyed regardless of the cause other than by the **party** seeking termination

29.20.2 Progress of the **works** has ceased for a continuous period of ninety (90) **calendar days**, or an intermittent period totalling one hundred and twenty (120) **calendar days** as a result of a **force majeure** event or the exercise of statutory power by a body of state or public or local authority that directly affects the execution of the **works**

29.21 The **party** contemplating termination of this **agreement** shall give ten (10) **working days notice** to the other **party**. Where this **agreement** is terminated by either **party**:

29.21.1 The **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**

29.21.2 The **party** responsible for insurance [CD] shall inform the insurer and the other **party** of the date of termination of the **agreement**

29.21.3 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security expiry date**, whichever is the earlier

29.21.4 The **guarantee for construction** shall expire on the date of termination

29.21.5 The **guarantee for advance payment** [11.2.2; 11.3], where applicable [CD], shall expire on repayment of amounts due to the **employer**

29.22 Neither **party** shall be liable to the other **party** for expense and/or loss resulting from the termination

29.23 The **latent defects** liability period for the **works** shall end on the date of termination [22.3.2]

Termination procedure by the employer, the contractor or by the parties

29.24 On termination of this **agreement** the **contractor** shall:

29.24.1 Cease work and ensure that the **works** is safe in terms of the law

29.24.2 Remain responsible for the **works** [8.1] until possession is relinquished to the **employer**

29.24.3 Remove temporary structures, **construction equipment** and, on **notice** from the **principal agent**, surplus **materials and goods** from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**

29.25 On termination of this **agreement** the **principal agent** shall:

29.25.1 Prepare and hand over to the **employer** all compliance certificates, as built drawings and product warranties in conjunction with **agents**, the **contractor** and **subcontractors**

29.25.2 In consultation with the **contractor** where possible, compile and issue to the **parties** a **status report** recording completed and incomplete work on the date of termination of the **works** within twenty (20) **working days** of such date

29.25.3 Continue to certify the value of the work executed and **materials and goods** for payment by the **employer** or the **contractor** until the issue of the **final payment certificate** [25.15]

29.25.4 Prepare and issue the **final account** to the **contractor** within sixty (60) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for

29.26 Termination shall take effect after completion of the procedure [29.24.1]

29.27 The **employer** shall arrange appropriate insurances to suit the stage of completion of the **works**

29.28 This clause shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

DISPUTE RESOLUTION

30.0 DISPUTE RESOLUTION

Settlement by the parties

- 30.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** arising out of or concerning the action or inaction of the **employer** (or the **principal agent** or an **agent**) or the **contractor**, or any other matter concerning this **agreement** (including the validity thereof), either **party** may give **notice** of a disagreement to the other. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them
- 30.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, the disagreement shall be deemed to be a dispute
- 30.3 The dispute shall be referred to adjudication within ten (10) **working days** of the expiry of the period [30.2] by means of a **notice** of adjudication by the **party** (the referring party) which gave the **notice** of disagreement
- 30.4 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication
- 30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by arbitration and not by adjudication

Adjudication

- 30.6 Where a dispute is referred to adjudication:
- 30.6.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 30.6.2 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither **party** shall be entitled to legal representation, unless otherwise agreed in writing by the **parties**
- 30.6.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the **parties** notwithstanding that either **party** may give **notice** to refer the dispute to arbitration
- 30.6.4 Where the adjudicator has given a determination, either **party** may give notice of dissatisfaction to the other **party** and to the adjudicator within ten (10) **working days** of receipt of the determination, or an extended time period provided in the applicable rules for adjudication whereafter such dispute shall be referred to arbitration
- 30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the applicable rules for adjudication either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the referring **party**
- 30.6.6 The adjudicator shall not be eligible for subsequent appointment as the arbitrator

Arbitration

- 30.7 Where the dispute is referred to arbitration:
- 30.7.1 Arbitration shall not be construed as a review or appeal of an adjudicator's determination. Any determination by the adjudicator shall remain in force and continue to be implemented unless and until overturned by an arbitration award
- 30.7.2 The resolution of the dispute shall commence anew
- 30.7.3 The referring **party** in the adjudication shall be the claimant in the arbitration
- 30.7.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**

- 30.7.5 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator
- 30.7.6 The arbitrator shall have the authority to finally determine the dispute including the authority to make, open up and revise any certificates, opinion, decision, determination, requisition or **notice** relating to the dispute as if no such certificate, opinion, decision, determination, requisition or **notice** had been issued or given
- 30.7.7 The arbitrator's award shall be final and binding on the **parties**

Mediation

- 30.8 Notwithstanding the provisions relating to adjudication and arbitration the **parties** may, by agreement and at any time, refer a dispute to mediation, in which event:
- 30.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until **notice** by either **party** that they be resumed
- 30.8.2 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the **parties**
- 30.8.3 Regardless of the outcome of a mediation the **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses

General

- 30.9 The **employer** consents to the joining of any **subcontractor** with the **contractor** as a party to any proceedings
- 30.10 Where the **parties** fail to specify a body to nominate the adjudicator [30.6.1] or the arbitrator [30.7.4] the referring **party** shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator or an arbitrator. Such nomination shall be binding on the **parties**
- 30.11 The **parties** shall continue to perform their obligations in terms of this **agreement**, notwithstanding any disagreement or dispute that exists between them
- 30.12 This clause shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

AGREEMENT

The **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**

The contracting parties

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		



PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project

Employer

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
Principal Building Agreement
Edition 6.2 - May 2018

JBCC®

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

Application of JBCC® agreements

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

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

This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning!

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

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

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

Disclaimer

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

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

A 4.0 Principal agent [1.1]

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

A 5.0 Agent [1.1; 6.2]

Discipline

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

A 6.0 Agent [1.1; 6.2]

Discipline

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

A 7.0 Agent [1.1; 6.2]

Discipline

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

A 8.0 Agent [1.1; 6.2]

Discipline

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

A 9.0 Agent [1.1; 6.2]

Discipline

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

A 10.0 Agent [1.1; 6.2]

Discipline

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

A 11.0 Agent [1.1; 6.2]

Discipline

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

A 12.0 Agent [1.1; 6.2]

Discipline

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

B 5.0 Employer's agents [6.0]

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

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

B 6.0 Insurances [10.0]

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

and/or

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

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	
If yes, description			
Supply of free issue [12.1.10]		Yes/no?	
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Direct contractors [16.0]

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

B 10.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section	Remainder of the works

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 (excl. TAX)

B 14.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes/no?		
Availability of construction information [P2.3]		Yes/no?		
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]				
Previous work - defects - details of previous contract(s) [P3.2]				
Inspection of adjoining properties - details [P3.3]				
Handover of site in stages - specific requirements [P4.1]				
Enclosure of the works - specific requirements [P4.2]				
Geotechnical and other investigations - specific requirements [P4.3]				
Existing premises occupied - details [P4.5]				
Services - known - specific requirements [P4.6]				
Water [P8.1]	By contractor	Yes/no?		
	By employer	Yes/no?		
	By employer – metered	Yes/no?		
Electricity [P8.2]	By contractor	Yes/no?		
	By employer	Yes/no?		
	By employer – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?		
	By employer	Yes/no?		
Communication facilities - specific requirements [P8.4]				
Protection of the works - specific requirements [P11.1]				
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				
Environmental disturbance - specific requirements [P11.6]				

B 15.0 Changes made to JBCC® documentation

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

C TENDER CLOSING

Tender closing date		Time	
Tender submission address			
Tender may be submitted by e-mail	yes/no?		E-mail

D TENDERER'S SELECTIONS

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
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Amount

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

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

D 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B ☐

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

Option A	The preliminaries shall be paid in accordance with an amount prorated 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 cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

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

D 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B ☐

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

Provision of particulars

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

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

E FORM OF TENDER

E 1.0 Tenderer's details

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

E 2.0 Acceptance of tender conditions

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

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

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

E 3.0 Tender amount compilation

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

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

Signature	Witness		Place		
Name				Date	

E 4.0 Tender qualifications



LM 3

BILL OF QUANTITIES

Item No		Quantity	Rate	Amount
	<u>BILL NO. 1 : PRELIMINARIES</u>			
	BUILDING AGREEMENT AND PRELIMINARIES			
	The JBCC Minor Works Building Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
	The JBCC Minor Works Agreement contract data form an integral part of this agreement			
	The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities , amended as hereinafter described			
	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause			
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only			
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"			
	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents			
	PREAMBLES FOR TRADES			
	The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained			
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications STRUCTURE OF THIS PRELIMINARIES BILL Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any special clauses to meet the particular circumstances of the project PRICING OF PRELIMINARIES Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T) SECTION A: PRINCIPAL BUILDING AGREEMENT Interpretation (A1-A7) 1 Clause 1.0 - Definitions and interpretation Pricing of bills of quantities Carried Forward BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL	R R
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Brought Forward		R
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:		
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
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	
	F:..... V:..... T:.....	Item
2	Clause 2.0 - Law , regulations and notices	
3	Clause 3.0 - Offer and acceptance	
	F:..... V:..... T:.....	Item
4	Clause 4.0 - Cession and assignment	
	F:..... V:..... T:.....	Item
5	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)		
Priced document as specification - NO		
Clause 5.4 is deemed to be deleted		
The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any ?		
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward 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] F:..... V:..... T:..... 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. <u>Architect ; RUBEN REDDY ARCHITECTS</u> 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 bylaws [2.1] Carried Forward BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		R Item R
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Brought Forward 1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 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] <u>2. Quantity Surveyor ; MIKE ROYAL QUANTITY SURVEYORS</u> Carried Forward BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL	R
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Brought Forward		R
2.1 Duties [6.2] :		
The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works		
2.2 Contract instructions [6.2; 17.1] :		
2.2.1 No contract instructions delegated to the quantity surveyor		
3. <u>Civil and structural engineer ; L S C BRUNETTE</u>		
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 bylaws [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	
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
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		
4. <u>Mechanical engineer ; NIL</u>		
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 bylaws [2.1]		
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
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	
5.	<u>Electrical engineer ; NIL</u>	
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] :	
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R
5.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement		
5.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works		
5.2.3	Compliance with the law , regulations and bylaws [2.1]		
5.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works		
5.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]		
5.2.6	Removal or re-execution of work		
5.2.7	Removal or substitution of any materials and goods		
5.2.8	Protection of the works		
5.2.9	Making good physical loss and repairing damage to the works [23.2.2]		
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		
6.	<u>Wet services engineer ; NIL</u>		
	Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

Brought Forward		R
6.1 Duties [6.2] :		
The wet services engineer is responsible for all aspects of wet services engineering 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 bylaws [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]	
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
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	
7.	<u>Fire consultant ; N/A</u>	
7.1	Duties [6.2] :	
	The fire consultant is responsible for all aspects of rational fire 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 bylaws [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	
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
7.2.9	Making good physical loss and repairing damage to the works [23.2.2]	
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.	<u>Health and safety consultant ; TO FOLLOW</u>	
8.1	Duties [6.2] :	
	The health and safety consultant is responsible for all aspects of health and safety of the works . Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works . He shall:	
8.1.1	Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended	
8.1.2	Prepare and update the health and safety specification for the works	
8.1.3	Agree with the contractor the health and safety plan for the works	
8.1.4	Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations	
8.1.5	Stop the execution of the works where the agreed specification or plan is not adhered to?	
	F:..... V:..... T:.....	Item
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R
7	Clause 7.0 - Design responsibility F:..... V:..... T:..... Insurances and securities (A8-A11)	Item	
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	
11	Clause 11.0 - Securities Guarantee for payment - N/A The employer shall provide to the contractor a guarantee for payment in the amount ofRand (R.....) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10] Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] F:..... V:..... T:..... Execution (A12 - A17)	Item	
12	Clause 12.0 - Obligations of the parties		
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R
	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]		
	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		
	F:..... V:..... T:.....	Item	
13	Clause 13.0 - Setting out		
	F:..... V:..... T:.....	Item	
14	Clause 14.0 - Nominated subcontractors		
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R	
	F:..... V:..... T:.....	Item		
15	Clause 15.0 - Selected subcontractors			
	F:..... V:..... T:.....	Item		
16	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]			
	F:..... V:..... T:.....	Item		
17	Clause 17.0 - Contract instructions			
	Site 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			
	F:..... V:..... T:.....	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

Brought Forward			R
Completion (A18 - A24)			
18	Clause 18.0 - Interim completion	N/A	
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	
20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item	
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:.....	Item	
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	
Carried Forward			R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward		R
	Payment (A25 - A27)		
25	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		
	F:..... V:..... T:.....	Item	
26	Clause 26.0 - Adjustment of the contract value and final account		
	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]		
	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works		
	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		
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R	
	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]			
	F:..... V:..... T:.....	Item		
27	Clause 27.0 - Recovery of expense and/or loss			
	F:..... V:..... T:.....	Item		
	Suspension and termination (A28 - A29)			
28	Clause 28.0 - Suspension by the contractor			
	F:..... V:..... T:.....	Item		
29	Clause 29.0 - Termination			
	F:..... V:..... T:.....	Item		
	Dispute resolution (A30)			
30	Clause 30.0 - Dispute resolution			
	F:..... V:..... T:.....	Item		
31	<u>Agreement</u>			
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward		R	
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties			
	F:..... V:..... T:.....	Item		
32	<u>Contract data</u>			
	Tenderer's selections			
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data			
	F:..... V:..... T:.....	Item		
	SECTION B: GENERAL PRELIMINARIES			
	Definitions and interpretation (B1)			
33	Clause 1.1 - Definitions			
	F:..... V:..... T:.....	Item		
34	Clause 1.2 - Interpretation			
	F:..... V:..... T:.....	Item		
	Documents (B2)			
35	Clause 2.1 - Checking of documents			
	F:..... V:..... T:.....	Item		
36	Clause 2.2 - Provisional bills of quantities			
	Multiple procurement - N/A			
	F:..... V:..... T:.....	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward		R	
37	Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item		
38	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item		
	Previous work and adjoining properties (B3)			
39	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
40	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
41	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item		
	The site (B4)			
42	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item		
43	Clause 4.2 - Enclosure of the works F:..... V:..... T:.....	Item		
44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward		R	
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item		
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item		
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item		
	Management of contract (B5)			
48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item		
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item		
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item		
	Samples, shop drawings and manufacturer's instructions (B6)			
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item		
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

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	Brought Forward		R
	Disturbance		
	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever		
	F:..... V:.....T:.....	Item	
67	Clause 11.6 - Environmental disturbance		
	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		
	Environmental management plan - N/A		
	F:..... V:.....T:.....	Item	
68	Clause 11.7 - Works cleaning and clearing		
	F:..... V:..... T:.....	Item	
69	Clause 11.8 - Vermin		
	F:..... V:..... T:.....	Item	
70	Clause 11.9 - Overhand work		
	F:..... V:..... T:.....	Item	
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

Brought Forward		R
71	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item
72	Clause 11.11 - Advertising F:..... V:..... T:.....	Item
SECTION C: SPECIFIC PRELIMINARIES		
73	Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....	Item
74	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....	Item
Carried Forward		R
BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R	
75	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:.....T:.....	Item		
76	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 eg 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 F:..... V:.....T:.....	Item		
77	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:.....T:.....	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward		R
78	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....	Item	
79	Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1] Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure ? for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]		
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R
	The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification F:..... V:..... T:.....	Item	
80	Green star building certification F:..... V:.....T:.....	Item	
81	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works Refer Notes To Tenderers The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating F:..... V:.....T:.....	Item	
	Carried Forward		R
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		

	Brought Forward		R	
82	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 F:..... V:.....T:.....	Item		
83	Confidentiality 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 F:..... V:.....T:.....	Item		
84	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 F:..... V:.....T:.....	Item		
85	All Preliminaries for this project - refer detailed breakdown appended herewith	Item		
	Carried Forward		R	
	BILL NO. 1 : PRELIMINARIES REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

Brought Forward		R	
SUMMARY OF CATEGORIES			
Category : Fixed	R.....		
Category : Value	R.....		
Category : Time	R.....		
Carried to Summary		R	
BILL NO. 1 : PRELIMINARIES			
REPAIRS TO ALBERT LUTHULI HOUSE			
GROUTVILLE : KWAZULU-NATAL			

Item No		Quantity	Rate	Amount
	<u>BILL NO 2 : ALTERATIONS</u> <u>NOTE: THE TENDERER IS REFERRED TO THE "MODEL PREAMBLES FOR TRADES 2017" INCLUDING ANY SUBSEQUENT AMENDMENT THERETO, FOR THE FULL INTENT AND MEANING OF THE ITEMS IN THIS TRADE</u> <u>NOTES TO TENDERERS :</u> <u>THE CONTRACTOR'S ATTENTION IS DRAWN TO ARCHITECT DWG. 02-101 WITH REGARDS TO DEMOLITION AND HEALTH AND SAFETY SAFEGUARDS</u> Unless otherwise stated all materials described as "demolished", "removed" or "dismantled" shall be deemed to be carted off the site Unless otherwise stated the demolition of walls shall include frames, fixtures, accessories, etc, attached to or part of the same Where work includes "making good" the Contractors shall allow for all material and labour to ensure the proper matching of the item into its surroundings Where an item is described as being "re-used" the Contractor shall allow for cleaning down, straightening out, etc. and storing for subsequent re-use. Where an item is described as including "preparing for," the Contractor shall provide for scabbling, wire brushing, etc., to receive the new finish. Where appropriate and where indicated by the Engineer the Contractor's rates for breaking down or demolitions, shall include for safe backpropping of the adjoining structure			
	Carried Forward BILL NO 2 : ALTERATIONS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL		R	

Brought Forward			R
In carrying out demolitions and alterations the Contractor shall liaise with the Principal Agent to determine the position of existing services and ensure that proper precautions against damage are taken. The cost of remedial work arising from damage to the existing services shall be borne by the Contractor The Contractor shall provide all temporary propping, protection, tarpaulins, hoarding, etc in areas where alterations to existing areas are taking place and shall allow for regular clearing and removal on a regular basis. The TENDERER IS TO NOTE THAT ANY DAMAGE SUSTAINED DURING CONSTRUCTION, WILL BE FOR THE CONTRACTOR'S ACCOUNT. The Contractor shall set aside all removed doors, door frames, windows, fanlights, window frames, joinery fittings and accessories for examination by the Principal Agent, with a view to being re-used elsewhere, the balance to be carted away The Contractor shall allow for the costs of all or any of the above in the relevant "Preliminaries Bill" in these Bills of Quantities. <u>CAREFULLY REMOVE :</u>			
1	Corrugated steel roofing sheets in two layers, including ridge and hip cappings and valley gutters	m2	142
2	Internal plaster x 450 mm wide including saw cutting and making good along edges	m2	40
3	Wrot Oregon flooring in small areas	m2	12
4	50 x 76 mm Purlin in small lengths	m	12
5	Steel gutters	m	47
6	Steel downpipes	m	12
7	Rusted roofing drive screws and replace with new	No	120
Carried Forward			R
BILL NO 2 : ALTERATIONS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

	Brought Forward			R
	<u>CAREFULLY BREAK UP AND REMOVE :</u>			
8	Reinforced concrete paving x 100 mm thick	m2	5	
	<u>CRACK REPAIRS</u>			
	<u>SURFACE CRACKS < 1 MM THICK AND NOT GOING THROUGH THE WALL</u>			
	1. Remove all loose and flaking paint, fill larger cracks with an approved non-shrink filler and sand to a smooth surface			
	2. Ensure surfaces are clean and dry of dust and apply a horizontal strip off paint onto which to hang the fibreglass polyester strip			
	3. Stick the fibreglass strip onto the wet paint and smooth same of air bubbles against the dry surface			
	4. Apply a generous coat of paint over the fibreglass strip and ensure adhesion to the wall			
	5. Apply the above steps to further cracks			
	6. Apply a further coat of paint over the areas so as to cover the texture of the fibreglass strips			
	7. Thereafter paint the entire wall (measured in the Painting Bill)			
9	Repair cracks in wall < 1 mm wide	m	200	
	<u>SURFACE CRACKS > 1 MM THICK AND GOING THROUGH THE WALL</u>			
	1. Remove for a width of 100 to 200 mm around the crack			
	2. Using an angle grinder cut a sharp edge where the plaster begins			
	3. Fix Mentis 341 metal lath in this area with masonry nails			
	4. Replaster the affected area and ensure that it matches with the adjoining plaster			
10	Repair cracks in wall > 1 mm	m	120	
	<u>CREDIT FOR MATERIALS REMOVED</u>			
11	Allow an item of CREDIT for any materials removed by the Contractor in the Bill.		Item	
	Carried to Summary			R
	BILL NO 2 : ALTERATIONS			
	REPAIRS TO ALBERT LUTHULI HOUSE			
	GROUTVILLE : KWAZULU-NATAL			

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Brought Forward			R
NOTE : Working space for formwork to sides of all concrete, except columns, shall be measured only where the concrete face is less than 750 mm from the face of the measured excavations. Working space for column bases and pile caps shall only be measured specifically if formwork is prescribed to the sides of the column bases or piles by the Engineer. Working space for formwork to sides of columns shall be measured for the width of the column face only where both: the top of the column base is more than 2,0 m below the commencing level of the excavations and the column face is less than 500 mm from the face of the measured excavations. No claim shall be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of brick or block walls. Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as described. The bottom of all excavations for trenches, bases, etc. are to be cleaned, compacted and wetted prior to concreting. <u>EXCAVATION IN EARTH AND COMPACTED MATERIAL NOT EXCEEDING 2 M DEEP FOR:</u> 1 Trenches m3 12 2 Shape ground x not exceeding 300 mm deep towards channel m2 22 <u>EXCAVATION IN ALL CLASSES OF MATERIAL FOR WORKING SPACE INCLUDING BACKFILLING AND COMPACTING IN LAYERS TO 98 % MODAASHTO DENSITY :</u> 3 To sides of trenches, not exceeding 2 m deep, to facilitate the erection of a brick wall (distance as measured from concrete face is NIL) m2 73 <u>RISK OF COLLAPSE OF EXCAVATIONS :</u> 4 Sides of trench and hole excavations not exceeding 1,5 m deep m2 73			
Carried Forward			R
BILL NO. 3 : EARTHWORKS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

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Item No		Quantity	Rate	Amount
	<u>BILL NO 6 : WATERPROOFING</u>			
	<u>NOTE: THE TENDERER IS REFERRED TO THE "MODEL PREAMBLES FOR TRADES 2017" INCLUDING ANY SUBSEQUENT AMENDMENT THERETO, FOR THE FULL INTENT AND MEANING OF THE ITEMS IN THIS TRADE</u>			
	<u>DAMPROOFING OF FLOORS AND WALLS</u>			
1	250 M "USB Green" damproofing membrane under pavings with taped joints to ensure monolithic waterproof barrier	m2	10	
	<u>PREPARE AND APPLY TWO COATS "SIKA BLACKSEAL" WATERPROOFING PAINT TO :</u>			
2	Plastered walls in foundations	m2	56	
	<u>PROTECTION OF WATERPROOFING TO BACK OF RETAINING WALLS</u>			
3	3 mm Thick tempered hardboard laid vertically as protection to waterproofing of walls in foundations	m2	56	
	<u>FLASHINGS</u>			
	<u>PREPARE AND APPLY "SIKA CEMFLEX" WATERPROOFING MEMBRANE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO :</u>			
4	Flashings not exceeding 500 mm girth	m	7	
	<u>'DRYZONE" WATERPROOFING CREAM INJECTED BY WATERPROOFING SPECIALIST TO A 10 YEAR GUARANTEE TO :</u>			
5	Walls at 120 mm centres x 350 mm wide x 110 mm deep	m	40	
	Carried to Summary			
	BILL NO. 6 : WATERPROOFING REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			
			R	

Item No		Quantity	Rate	Amount
	<u>BILL NO 7 : ROOF COVERINGS</u>			
	<u>NOTE: THE TENDERER IS REFERRED TO THE "MODEL PREAMBLES FOR TRADES 2017" INCLUDING ANY SUBSEQUENT AMENDMENT THERETO, FOR THE FULL INTENT AND MEANING OF THE ITEMS IN THIS TRADE</u>			
	<u>REMEDIAL WORK TO EXISTING CORRUGATED ROOF SHEETING</u>			
	<u>PREPARE AND APPLY "SIKA RAINITITE" WATERPROOFING PAINT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO :</u>			
1	Existing roof sheeting	m2	45	
	<u>PREPARE AND APPLY "SIKA SIKALASTIC 560" WATERPROOFING MEMBRANE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO :</u>			
2	Existing roof sheeting	m2	75	
	<u>NEW ROOF SHEETING</u>			
	<u>"0.53 MM THICK SAFINTRA ZINCAL CLASSICOR AZ 200" CORRUGATED ALUMINIUM-ZINC ROOF SHEETING IN LONG LENGTHS WITH RED COATED FINISH TO ONE SIDE AND HALF COAT GREY FINISH TO SOFFIT, FIXED TO TIMBER PURLINS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO A 15 YEAR GUARANTEE :</u>			
3	Roof with a pitch exceeding 25 degrees	m2	142	
4	Raking cutting on metal roof sheeting	m	47	
	Carried Forward		R	
	BILL NO. 7 ROOF COVERINGS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

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Brought Forward				R
<u>RIGID UNDERGROUND PVC PIPING LAID ON BEDDING IN ACCORDANCE WITH CLASS "C" OF SABS 1200</u>				
9	110 mm Pipe and excavation not exceeding 1 m deep	m	37	
<u>EXTRA OVER FOR :</u>				
10	110 mm Bend	No	3	
11	110 mm Entry into existing sump	No	1	
<u>SUB-SOIL DRAINAGE</u>				
12	160 mm Diameter flexible "Polydrain" HDPE perforated sub-soil drain including all couplings in the length, laid in and including a 400 x 400 mm gravel bed (26 - 40 mm stone) and lined with geofilter fabric, including all excavations and backfilling	m	31	
<u>CONNECTIONS, SUMPS & CATCHPITS</u>				
13	Sump formed of one brick sides size 450 x 450 mm x average 450 mm deep internally set on and including 100 mm thick unreinforced concrete (grade 20/19) base including benching, bagging walls internally in cement mortar (1:4), corbelled brickwork for and including 300 x 300 mm galvanised mild steel grating and frame, including excavation, risk of collapse, working space and backfilling on completion	No	2	
<u>SUNDRY WORK IN CONNECTION WITH THE PLUMBING AND DRAINAGE INSTALLATION</u>				
14	Extra over plumbing and drainage trenches, for cutting through existing 100 mm thick reinforced concrete driveway paving x 500 mm wide and reinstating on completion	m3	7	
<u>TESTING</u>				
15	Allow for testing the whole of the plumbing installation		Item	
Carried to Summary				R
BILL NO. 10 : PLUMBING REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL				

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Item No	Quantity	Rate	Amount
<u>BILL NO 12 : PROVISIONAL SUMS</u>			
<u>THE CONTRACTOR SHALL ASSIST THE ARCHITECT IN THE PROCUREMENT OF SUPPLIER AND/OR SUB-CONTRACTOR ITEMS IN THE "PROVISIONAL SUMS AND BUDGETARY ALLOWANCES" BILLS BY OBTAINING AT LEAST THREE QUOTES FROM REPUTABLE SOURCES. WHERE FURTHER QUOTATIONS ARE REQUIRED THE ARCHITECT SHALL REQUEST THE SAME OF THE CONTRACTOR.</u>			
<u>NOTE: THE TENDERER IS REFERRED TO THE "MODEL PREAMBLES FOR TRADES 2017" INCLUDING ANY SUBSEQUENT AMENDMENT THERETO, FOR THE FULL INTENT AND MEANING OF THE ITEMS IN THIS TRADE</u>			
<u>PRIME COST AMOUNTS</u>			
<u>THE FOLLOWING PRIME COST AMOUNTS ARE FOR GOODS DELIVERED TO SITE:</u>			
1	Allow for replacement LIGHT FITTINGS	Item	7,500.00
2	Allow for profit	Item	
<u>PROVISIONAL SUMS</u>			
All Provisional Sums are to be NET and cover supply and installation of materials and equipment by firms of specialists to be selected by the Engineer or Architect.Provisional Sums are NET and do not include any discount for the Contractor. The Contractor must make allowance therefore under the "Profit" item. Such profit shall be adjusted in direct proportion to the final value of the specialist work.The amount, if any, allowed under "Attendance" will be a fixed amount and will be adjusted only if the scope of the work has changed.The Tenderer is advised to thoroughly acquaint himself with the nature and requirements as well as the extent of any work covered by the Provisional Sums.			
<u>SELECTED SUB-CONTRACTORS</u>			
Carried Forward			R
BILL NO. 12 : PROVISIONAL SUMS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

Brought Forward			R
<u>THE FOLLOWING PROVISIONAL SUMS ARE FOR WORK TO BE EXECUTED BY SPECIALISTS WHO WILL BE REGARDED AS SELECTED SUB- CONTRACTORS TO THE CONTRACTOR, IN TERMS OF THE PRINCIPAL CONTRACT :</u>			
3	Allow for BORER/TERMITE ERADICATION	Item	20,000.00
4	Allow for profit	Item	
5	Allow for attendance	Item	
6	Allow for ELECTRICAL INSTALLATION/IMPROVEMENTS	Item	25,000.00
7	Allow for profit	Item	
8	Allow for attendance	Item	
9	Allow for AUDIO AND VIDEO INSTALLATION	Item	50,000.00
10	Allow for profit	Item	
11	Allow for attendance	Item	
Carried to Summary			R
BILL NO. 12 : PROVISIONAL SUMS REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

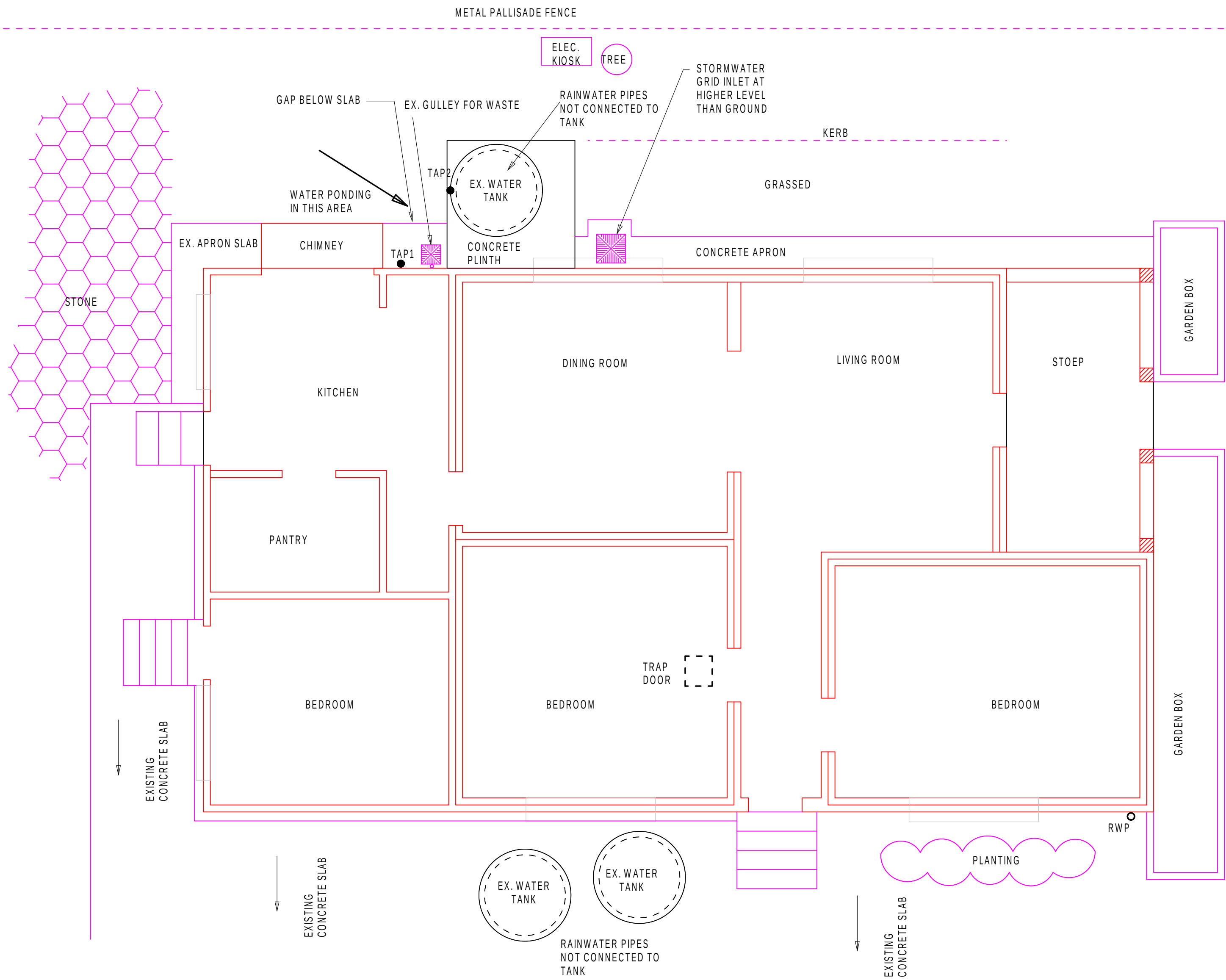
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FINAL SUMMARY		Page No	Amount	
Bill No				
1	BILL NO. 1 : PRELIMINARIES	31		
2	BILL NO 2 : ALTERATIONS	34		
3	BILL NO. 3 : EARTHWORKS	37		
4	BILL NO. 4 : CONCRETE FORMWORK AND REINFORCEMENT	38		
5	BILL NO. 5 : MASONRY	39		
6	BILL NO. 6 : WATERPROOFING	40		
7	BILL NO. 7 ROOF COVERINGS	42		
8	BILL NO. 8 : CARPENTRY & JOINERY	43		
9	BILL NO. 9 : PLASTERING	44		
10	BILL NO. 10 : PLUMBING	46		
11	BILL NO. 11 : PAINTING	47		
12	BILL NO. 12 : PROVISIONAL SUMS	49		
13	BILL NO. 13 : BUDGETARY ALLOWANCES	50		
	NET TOTAL : EXCLUDING VALUE-ADDED TAX		R	
	ADD : CONTINGENCY TO BE OMITTED OR EXPENDED AT THE DISCRETION OF THE ARCHITECT	Item		75,000.00
	SUB-TOTAL		R	
	ADD : 15 % (FIFTEEN PER CENT) OF THE ABOVE FOR VALUE ADDED TAX		R	
	TOTAL CONTRACT SUM CARRIED TO TENDER FORM		R	
	Carried to Form of Tender		R	
	REPAIRS TO ALBERT LUTHULI HOUSE GROUTVILLE : KWAZULU-NATAL			

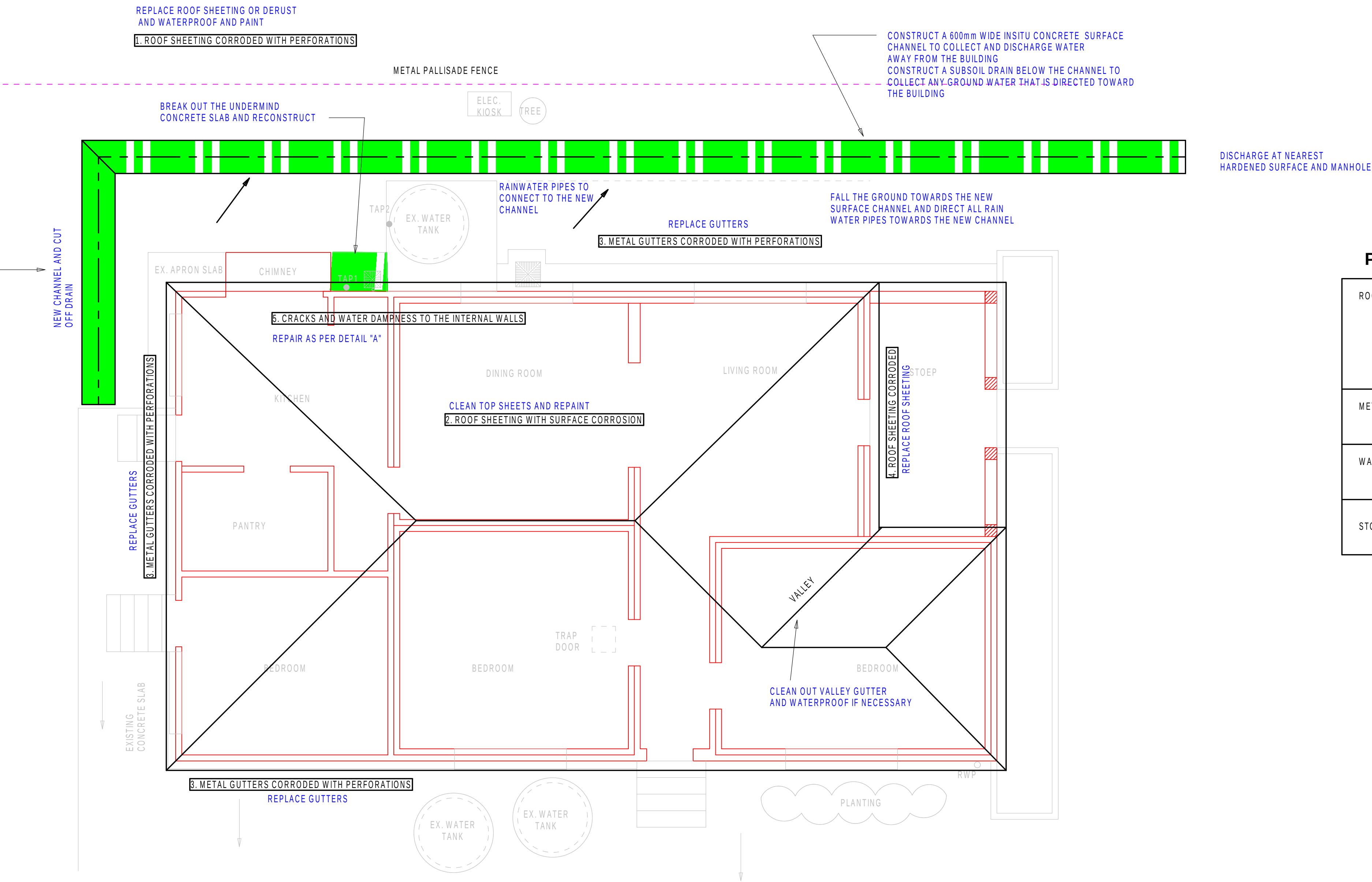
LM 4

ARCHITECT DRAWINGS AND PHOTOS

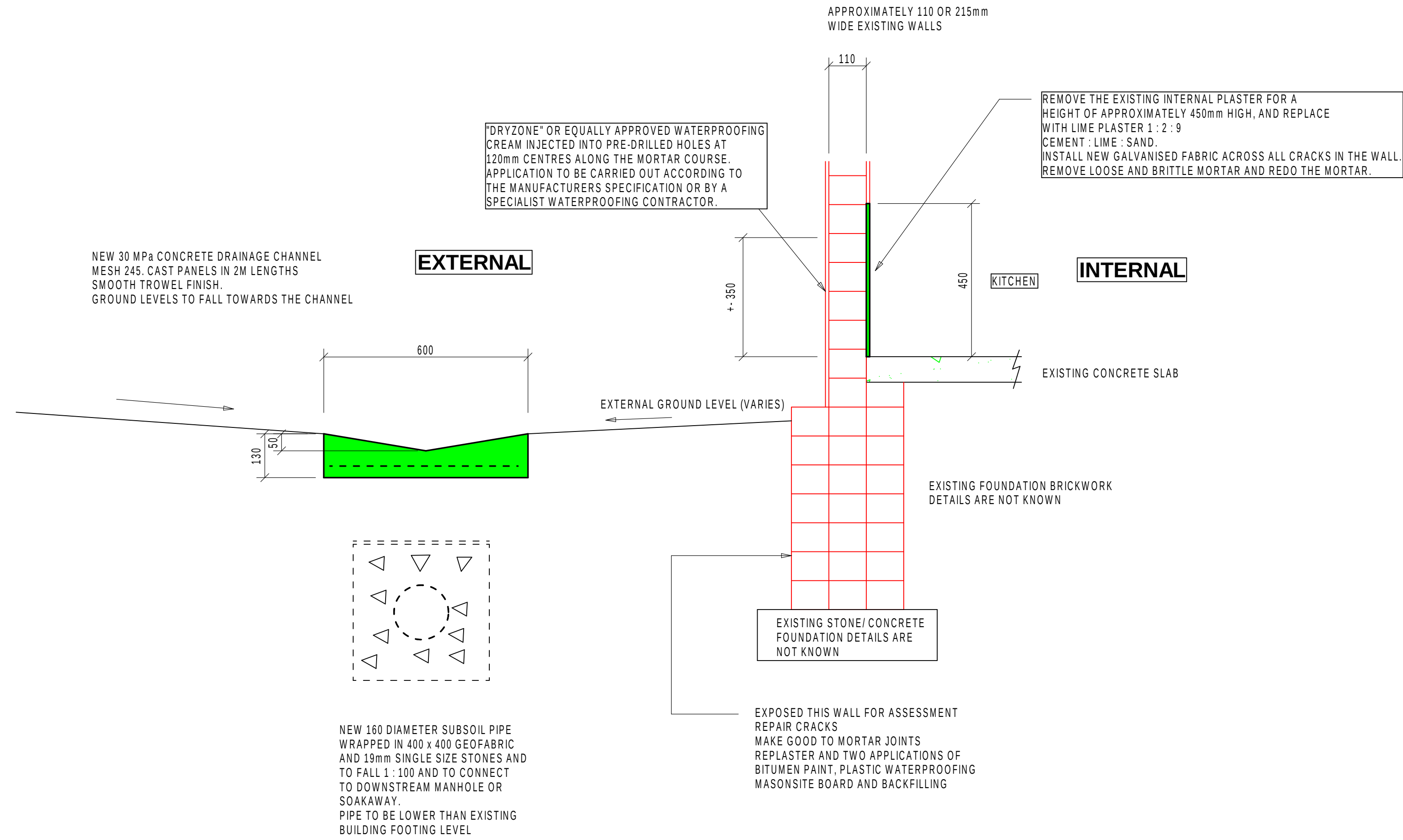
GENERAL NOTES:



GROUND FLOOR LAYOUT
SCALE 1 : 50



PROPOSAL
GROUND FLOOR LAYOUT
SCALE 1 : 50



PROPOSED MEASURES TO ADDRESS D
WATER AMPNESS IN THE BUILDING

SCALE 1 : 10

SURFACE CRACKS CRACKS LESS THAN 1,0mm IN WIDTH AND DO NOT EXTEND THROUGH THE WALL	SLIGHT TO SMALL CRACKS CRACKS LESS THAN 2,0mm IN WIDTH AND EXTEND THROUGH THE WALL
1.REMOVE ALL LOOSE AND FLAKING PAINT. FILL LARGER CRACKS WITH AN APPROPRIATE NON-SHRINK PROPRIETY FILLER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION. SAND THE FILLED AREA TO ACHIEVE A SMOOTH FINISH. 2.ENSURE THAT THE SURFACE IS CLEAN, DRY AND FREE OF DUST. APPLY A HORIZONTAL STRIP OF PAINT ABOVE THE AREA TO BE REPAIRED FROM WHICH TO HANG THE FIBRE-GLASS/ POLYESTER STRIP. 3.STICK THE FIBRE-GLASS/POLYESTER STRIP TO THE WET PAINT STRIP, ENSURING THAT THE DROP IS VERTICAL AND EVEN. SMOOTH THE FIBRE GLASS/POLYESTER STRIP AGAINST THE DRY SURFACE. 4.APPLY A GENEROUS COAT OF PAINT THROUGH THE FIBRE-GLASS/ POLYESTER STRIPS TO CAUSE IT TO ADHERE TO THE WALL. 5.REPEAT STEPS 2 TO 4 AND HANG SUCCESSIVE DROPS OF FIBRE-GLASS/POLYESTER UNTIL THE AREA IS TOTALLY COVERED. 6.AFTER THE COAT HAS DRIED, THE FIBRE PATTERN OF FIBRE-GLSS/POLYESTER STRIP WILL BE VISIBLE. APPLY A SECOND COAT OF PAINT AND THEREAFTER REPAIR THE ENTIRE WALL.	1.REMOVE PLASTER FOR 200 TO 300mm IN THE DIRECT VICINITY OF THE CRACK. 2.USE A SMALL ANGLE GRINDER TO CUT A SHARP EDGE WHERE THE EXISTING PLASTER BEGINS. 3.FIX A PIECE OF METAL LATH IN THIS AREA USING STEEL NAILS. 4.REPLASTER AND REPAIR THE AFFECTED AREA.

PROPOSALS

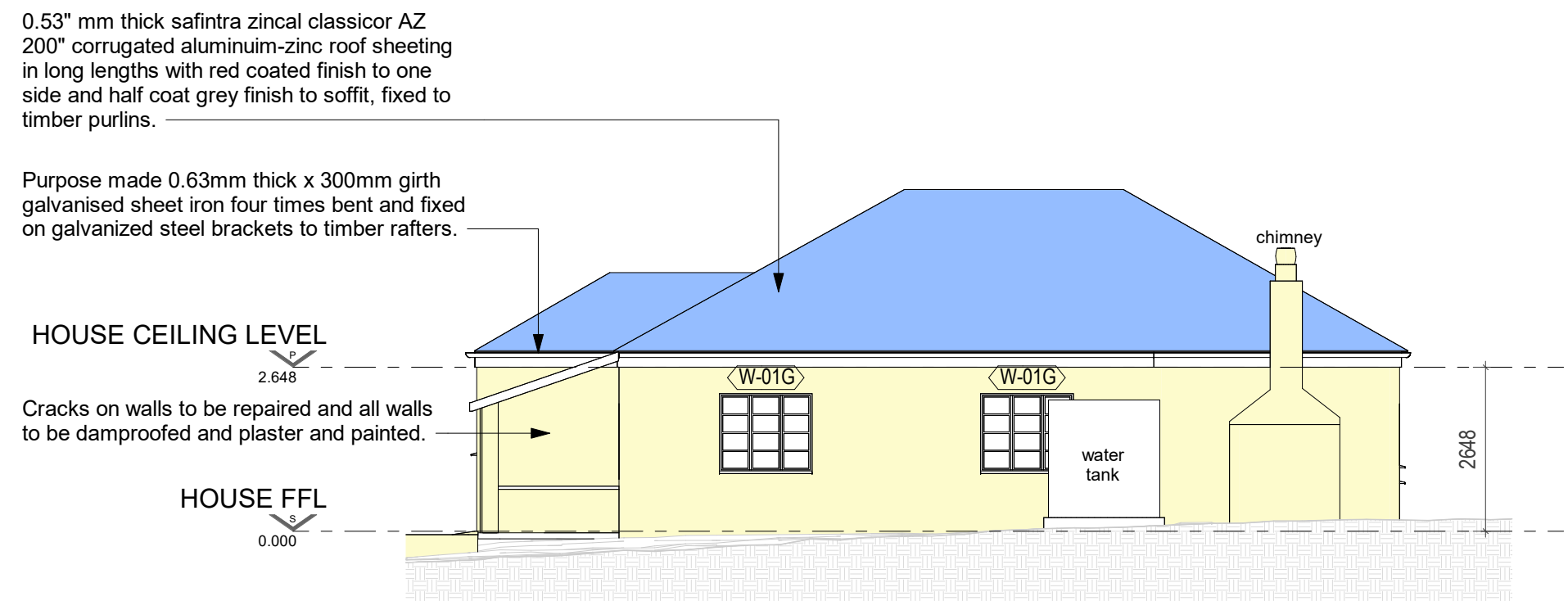
ROOF SHEETING	ROOF SHEETING - LOCALISED CORROSION AND SURFACE CORROSION	REPLACE ROOF SHEETING OR WATERPROOF AND REPAIR THE SHEETING. REPLACE MISSING TONGS. PAINT/WATER THE CORROSION TO THE SHEETS IN THE VERANDA
METAL GUTTERS	EXTENSIVE CORROSION WITH HOLES AND METAL DELAMINATING	REPLACE WITH MORE ROBUST MATERIAL SUCH AS STAINLESS STEEL TO ACHIEVE THE PROFILE AS PER THE REQUIREMENTS.
WALLS	EXTERNAL WALLS HAVE CRACKING INTERNAL WALLS HAVE CRACKING AND DAMPNESS	REPAIR CRACKS AS PER THE DETAILS ON THIS DRAWING DAMPNESS - REPAIR AS PER DETAIL 1 INCLUDING THE STORMWATER CONTROL MEASURES OF CHANNEL AND AGRI-DRAIN
STORMWATER	PIPES FROM GUTTERS ARE NOT CONNECTED TO THE RAIN WATER TANKS LEADING TO CASCADING OF WATER TOWARDS THE BUILDING	INSTALL NEW RAINWATER PIPES TO DISCHARGE AWAY FROM THE BUILDING

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b			
a			
No	AMENDMENTS	NAME	DATE
CHIEF ALBERT LUTHULI HISTORIC HOUSE 3233 NOKUKHANYA LUTHULI STREET GROUTVILLE, 4450 STANGER			
ARCHITECT : RUBEN REDDY ARCHITECTS			
L S C BRUNETTE cc CONSULTING ENGINEERS FIRST FLOOR, UNIT 5 4 DERRY DOWNS OFFICE PARK WESTVILLE 3555 PHONE 2668318 FAX 2668863 P.O. BOX 37025 OVERPORT 4067			
LAYOUT LAYOUT AND DETAILS			
SCALE 1 : 50, 10	DESIGNED DRAWN	S.N. S.N.	JOB No. D4000/24
DATE FEB. 2024	CHECKED	DRG No. SC 01 rev. 0	

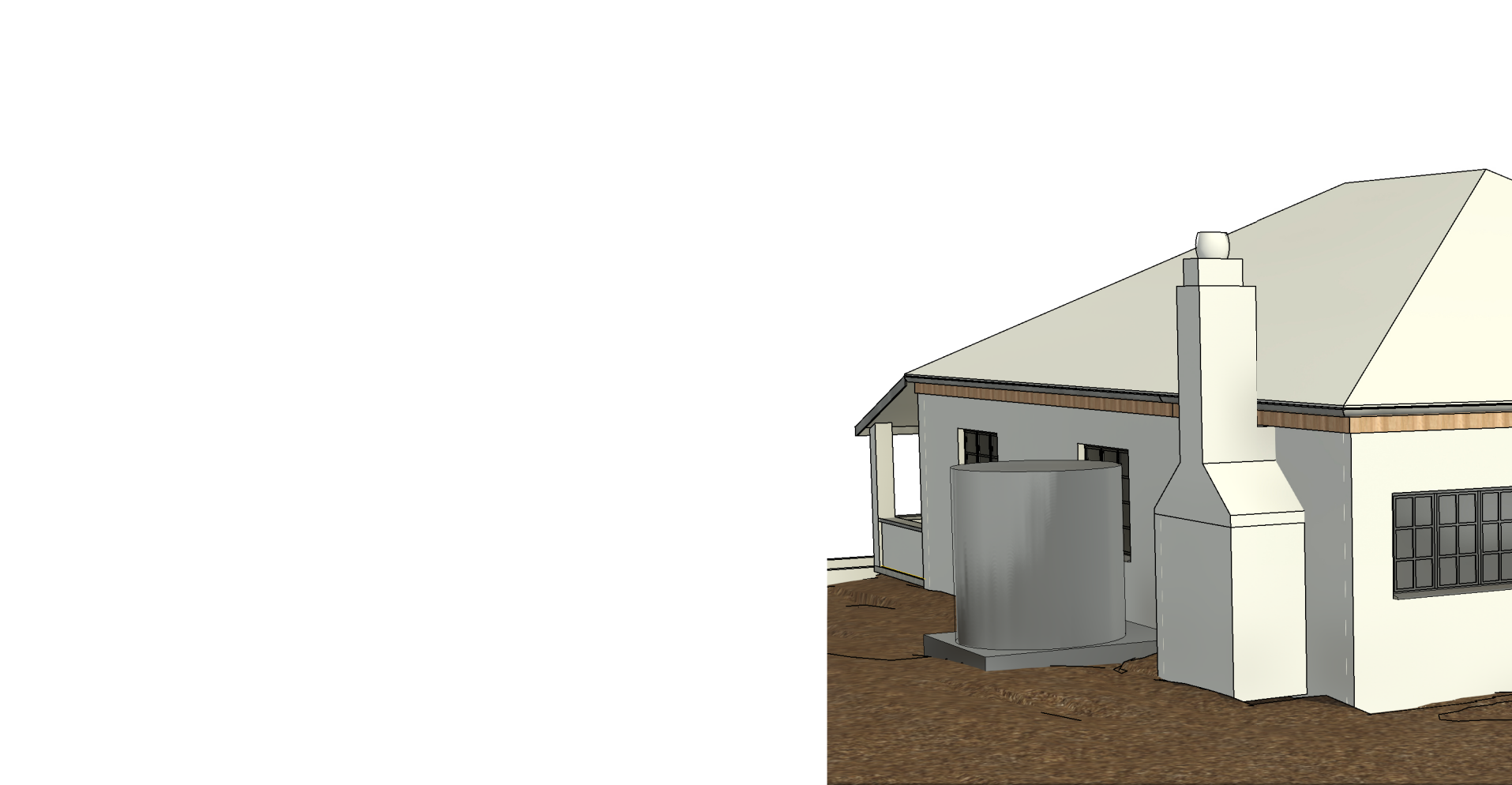
4 South Elevation

05.00.000 1 : 100



2 North Elevation

05.00.000 1 : 100



9 3D View 1



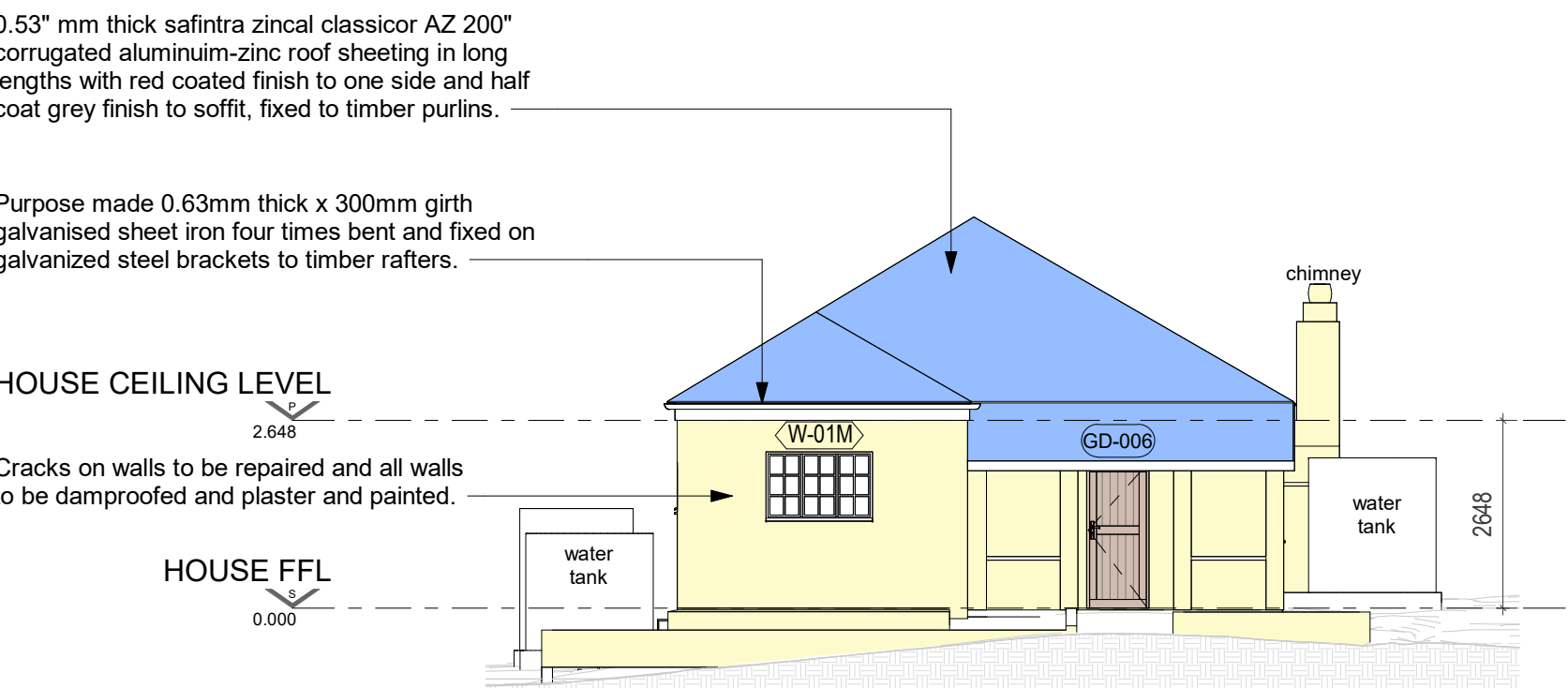
1 Ground Floor

01.12.000 1 : 100



5 West Elevation

05.00.000 1 : 100



3 East Elevation

05.00.000 1 : 100



10 3D View 2



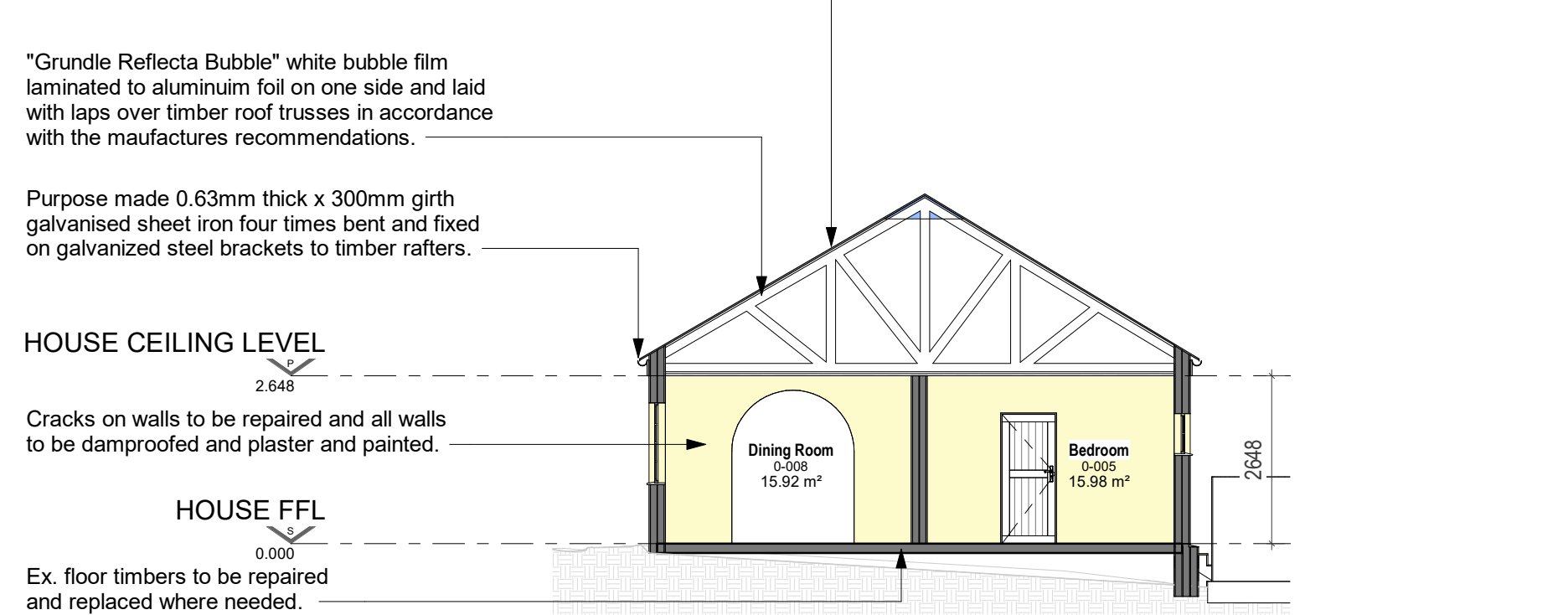
8 Site Plan

01.12.000 1 : 200



6 Section A-A

01.12.000 1 : 100



7 Section B-B

01.12.000 1 : 100



ARTIFACTS SCHEDULE

Number	Description
AT1	Telephone
AT2	Bust
AT3	Cabinet 1
AT4	Bed frame 2
AT5	Bed frame 1
AT6	Cabinet 3
AT7	Cabinet 2
AT8	Sink
AT9	Stove
FL1	Original Flooring

ROOM SCHEDULE

Area	Name	Number
12.96 m²	Kitchen	0-004
15.98 m²	Bedroom	0-005
11.74 m²	Bedroom	0-006
4.44 m²	Pantry	0-007
15.92 m²	Dining Room	0-008
16.88 m²	Bedroom	0-009
9.15 m²	Sleep	0-010
21.52 m²	Living Room	0-011

COLOUR LEGEND

MATERIALS	COLOUR
All existing	Grey Dotted lines
Demolition	Red
New Masonry	Green
New Concrete	Blue
New iron or steel	Yellow
New painting and plastering	Brown
New wood	

DOOR SCHEDULE - COUNT

Level	Type Mark	Type	Count
HOUSE FFL	GD-008	910x2099	1
HOUSE FFL	GD-009	850x2099	8
HOUSE FFL	GD-007	RRA, DR-Main House External Door 2	6
Grand total			15

WINDOW SCHEDULE - COUNT

Level	Count	Type Mark
HOUSE FFL	1	W-01G
HOUSE FFL	1	W-01G
HOUSE FFL	1	W-01G
HOUSE FFL	1	W-01G
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HOUSE FFL	1	W-01G
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Grand total	8	

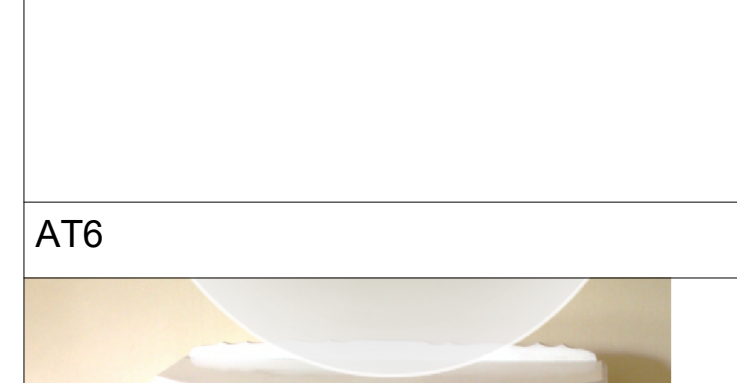
FL01



AT2



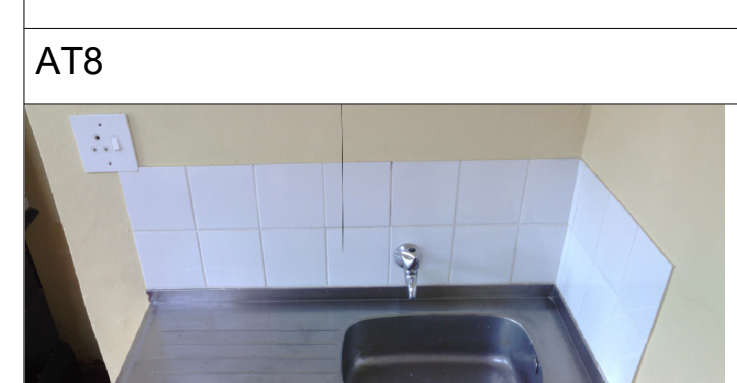
AT4



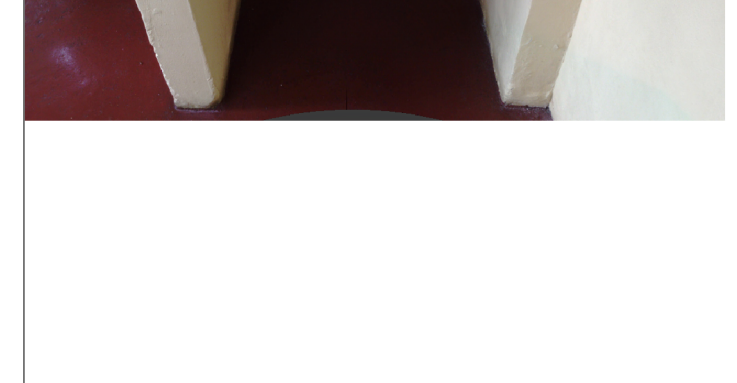
AT6



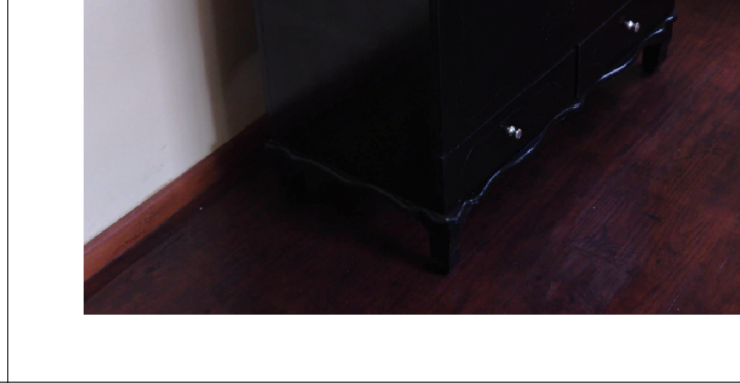
AT8



AT9



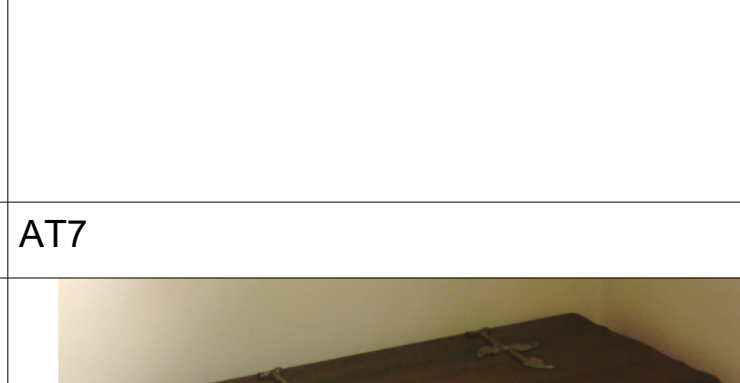
AT1



AT3



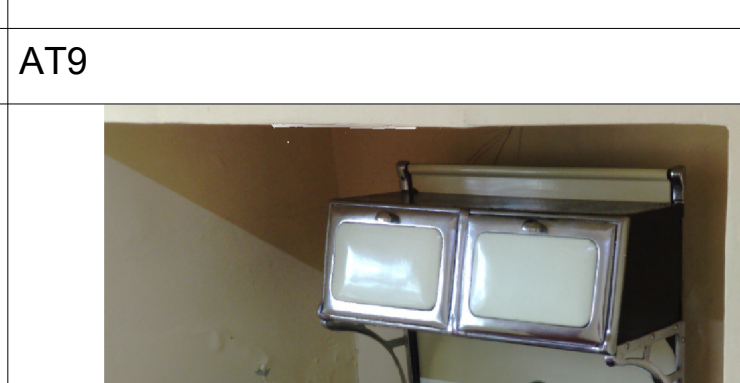
AT5



AT7



AT9



FOR GENERAL NOTES REFER TO DRAWING NUMBER: 2022-0000-RRA-B00-00-A-10.00.000

REV	DESCRIPTION	DR	CH	DATE
A	Issue for information	SP	RR	2023.01.30
B	Issue to AMAFA	ST	DH	2024.11.21
C	Issue for Tender	CH	DH	2025.03.13

Albert Luthuli Museum



ruben reddy architects



Albert Luthuli Museum



Albert Luthuli Museum



Albert Luthuli Museum



Albert Luthuli Museum

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12.96 m²	Kitchen	0-004
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11.74 m²	Bedroom	0-006
4.44 m²	Pantry	0-007
15.92 m²	Dining Room	0-008
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Grand total	8	

Albert Luthuli Museum



LM 5

**CHIEF ALBERT LUTHULI HISTORIC HOUSE
PHOTOGRAPHS**

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE ROOF SHEETING

Photograph1

The roof sheeting is corrugated profile metal sheets with a red paint finish. A second set of roof sheets have been placed over the previous roof sheets. The roof sheets are supported off timber trusses/purlins.

Photograph2**ROOF SHEETING**

Corrosion and perforations to the metal roof sheets. The top sheets stop short of the gutter allowing water to travel to the underside of the sheets via surface tension. Waterproof sheets as a short term measure. Replace sheets over the long term

Assigned to : High Importance

Photograph3**ROOF SHEETING**

Deterioration of paint to roof sheets. Debris in the valley gutter. Re-paint the roof sheets. Clean out the gutters and waterproof if required.

Assigned to : High Importance

Photograph4**ROOF SHEETING**

Deterioration of paint to roof sheets, with possible surface corrosion. Re-paint the roof sheets. Limited overlaps between the roof sheets.

Assigned to : High Importance

Photograph5**ROOF SHEETING**

Deterioration of paint to roof sheets. Debris in the valley gutter. Re-paint the roof sheets. Clean out the gutters and waterproof if required.

Assigned to : High Importance

Photograph6**ROOF SHEETING**

Corrosion to the soffit of the roof sheets. Replace roof sheets once perforations form. Painting not feasible.

Assigned to : High Importance

Photograph7**ROOF SHEETING**

Deterioration of paint to roof sheets. De-rust and Re-paint the roof sheets - as a short term intervention.

Assigned to : High Importance

Photograph8**ROOF SHEETING**

Deterioration of paint to roof sheets. De-rust and Re-paint the roof sheets - as a short term intervention. Clean out the valley gutters and waterproof if required.

Assigned to : High Importance

Photograph9**ROOF SHEETING**

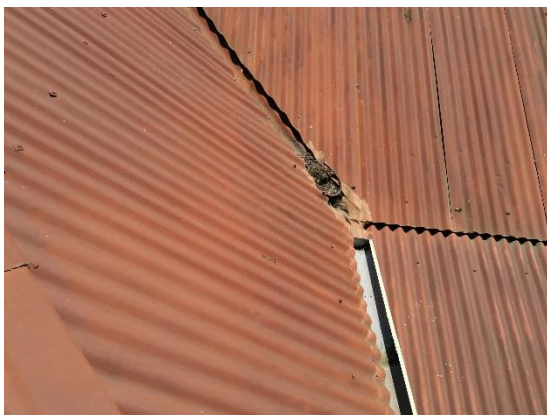
Corrosion to the soffit of the roof sheets. Replace roof sheets once perforations form. Painting not feasible.

Assigned to : High Importance

Photograph10**ROOF SHEETING**

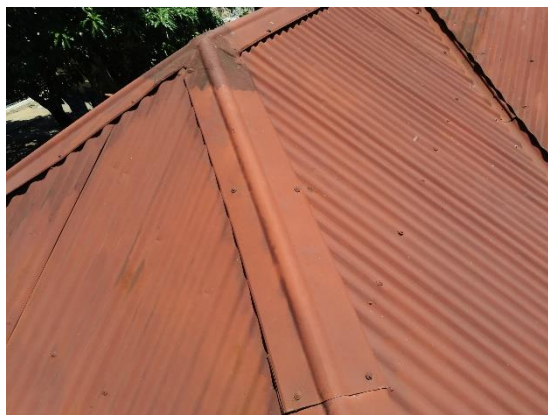
Deterioration of paint to roof sheets. De-rust and Re-paint the roof sheets - as a short term intervention.

Assigned to : High Importance

Photograph11**ROOF SHEETING**

Deterioration of paint to roof sheets. De-rust and Re-paint the roof sheets - as a short term intervention.

Assigned to : High Importance

Photograph12**ROOF SHEETING**

Deterioration of paint to roof sheets. De-rust and Re-paint the roof sheets - as a short term intervention.

Assigned to : High Importance

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE CEILING VOID

CHIEF ALBERT LUTHULI HISTORIC HOUSE - CEILING VOID

Photograph

1



The roof sheeting is corrugated profile sheets with out underlay material. A second set of sheets has been secured ontop of the roof sheeting. The timber roof trusses are of bolted construction. The purlins have been nailed to the trusses. Ceiling void inspected via the one trap door in ceiling.

Photograph

2



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

3



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

4



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

5



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

6



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

7



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

8



CEILING VOID

Assigned to : NIL.

Photograph

9



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

10



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

Photograph

11



CEILING VOID

Minor damage at trap door.

Assigned to : NIL.

Photograph

12



CEILING VOID

Timbers appear to be satisfactory i.e. no signs of insect damage and no signs of wood rot.

Assigned to : NIL.

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE METAL GUTTERS

Photograph1

The roof gutters are metal gutters. The gutters are relatively new and were purpose rolled to match the existing gutters. However, the corrosion protection for the gutters was irresponsibly under specified resulting in all the gutters corroding with perforations and metal delamination.

Photograph2**METAL GUTTERS**

Inside of gutters are corroded. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph3**METAL GUTTERS**

Inside of gutters are corroded. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph4**METAL GUTTERS**

Inside of gutters are corroded. Metal delaminating. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph5**METAL GUTTERS**

Inside of gutters are corroded. Metal delaminating. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph6**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph7**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph8**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph9**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph10**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph11**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

Photograph12**METAL GUTTERS**

Inside of gutters are corroded. Perforations in gutters. Replace the gutters. Consider Stainless steel metal rolled to the required profile.

Assigned to : High Importance

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE BUILDING ELEVATION

CHIEF ALBERT LUTHULI HISTORIC HOUSE - ELEVATIONS

Photograph

1



The elevations compromise of plastered and painted walls with metal frame windows. The building floor is generally above the surrounding ground levels. West Elevation.

Photograph

2



WESTERN ELEVATION

There is series of masonry cracks at high stress points, corners of doors and windows. Repairs in the form of sealing with polyfiller have been done. Water ingress into walls from cracks.

Assigned to : High Importance

Photograph

3



WESTERN ELEVATION

There is series of masonry cracks at high stress points, corners of doors and windows. Repairs in the form of sealing with polyfiller have been done. Water ingress into walls from cracks.

Assigned to : High Importance

Photograph

4



SOUTHERN ELEVATION

There is series of masonry cracks at high stress points, corners of doors and windows. Repairs in the form of sealing with polyfiller have been done. Water ingress into walls from cracks.

Assigned to : High Importance

Photograph

5



SOUTHERN ELEVATION

There is series of masonry cracks at high stress points, corners of doors and windows. Repairs in the form of sealing with polyfiller have been done. Water ingress into walls from cracks.

Assigned to : High Importance

Photograph

6



NORTHERN ELEVATION

Vertical cracks in walls. Water ingress into walls via cracks. Effectively seal all cracks.

Assigned to : High Importance

CHIEF ALBERT LUTHULI HISTORIC HOUSE - ELEVATIONS

Photograph

7



NORTHERN ELEVATION

Vertical cracks in walls. Water ingress into walls via cracks. Effectively seal all cracks.

Assigned to : High Importance

Photograph

8



NORTHERN ELEVATION

Vertical cracks in walls. Water ingress into walls via cracks. Horizontal cracks in Chimney wall.

Assigned to : High Importance

Photograph

9



ELEVATION

The surround ground on the eastern and southern sides is concrete slabs at a fall, so there is adequate surface drainage in these areas.

Assigned to : NIL

Photograph

10



ELEVATION

There is no drainage channels along the northern side of the building and water ingress into the ground is occurring.

Assigned to : High Importance

Photograph

11



EASTERN ELEVATION

Veranda area. Drainage intact.

Assigned to : Nil

Photograph

12



SURROUNDS

Gaps between the apron slabs and the walls. Seal

Assigned to : High Importance

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE BUILDING FLOORS

Photograph1

The house floors are generally above the surrounding ground levels. The kitchen has a concrete floor with stoep paint finish. The balance of the building has timber floors presumably supported of timber beams raised above the ground.

Photograph2**FLOORS**

Timber floors, recent localised repairs. No signs of structural distress.

Assigned to : NIL

Photograph3**FLOORS**

Timber floors, recent localised repairs. No signs of structural distress.

Assigned to : NIL

Photograph4**FLOORS**

Timber floors, recent localised repairs. No signs of structural distress.

Assigned to : NIL

Photograph5**FLOORS**

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

Photograph6**FLOORS**

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

Photograph

7



FLOORS

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

Photograph

8



FLOORS

Timber floors, recent localised repairs. No signs of structural distress.

Assigned to : NIL

Photograph

9



FLOORS

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

Photograph

10



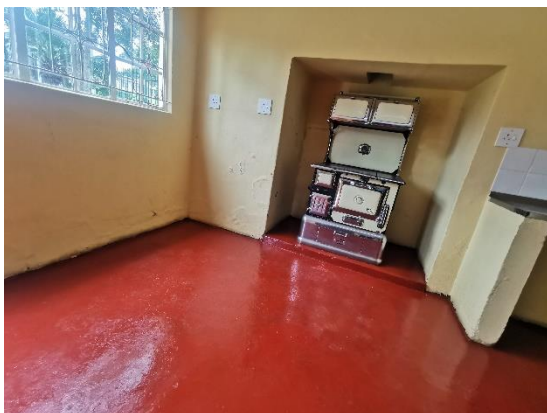
FLOORS

Air vent for the raised timber floors.

Assigned to : NIL

Photograph

11



FLOORS

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

Photograph

12



FLOORS

Concrete floors in the kitchen. No signs of settlement or cracking.

Assigned to : NIL

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE WALL DAMP

CHIEF ALBERT LUTHULI HISTORIC HOUSE - WALL DAMP

Photograph

1



The perimeter walls are plastered and painted. The floor level of the building is generally above the surrounding ground levels. There is significant water ingress into some of the walls resulting in the plaster and paint been damaged.

Photograph

2



KITCHEN AREA

Cracks in wall and water ingress. Water ingress could be due to absence of waterproofing in wall, water ingress via cracks in wall or rising damp due to absence of barriers in wall.

Assigned to : High Importance

Photograph

3



MAIN DISPLAY ROOM

Impact damage to walls from nails. Cracks in wall. Cracks are diagonal cracks indicating some foundation settlement.

Assigned to : High Importance

Photograph

4



KITCHEN

Some horizontal cracks in wall, possible foundation settlements.

Assigned to : High Importance

Photograph

5



MAIN DISPLAY ROOM

Cracks in wall and wall dampness. Cracks are horizontal type cracks indicating some foundation settlement.

Assigned to : High Importance

Photograph

6



MAIN DISPLAY ROOM

Cracks in wall and wall dampness. Cracks are horizontal type cracks indicating some foundation settlement.

Assigned to : High Importance

Photograph

7



MAIN DISPLAY ROOM

Cracks in wall and wall dampness. Cracks are horizontal type cracks indicating some foundation settlement.

Assigned to : High Importance

Photograph

8



MAIN DISPLAY ROOM

Crack in wall.

Assigned to : High Importance

Photograph

9



KITCHEN

Cracks in wall and water ingress. Water ingress could be due to absence of waterproofing in wall, water ingress via cracks in wall or rising damp due to absence of barriers in wall.

Assigned to : High Importance

Photograph

10



KITCHEN

Cracks in wall and water ingress. Water ingress could be due to absence of waterproofing in wall, water ingress via cracks in wall or rising damp due to absence of barriers in wall.

Assigned to : High Importance

Photograph

11



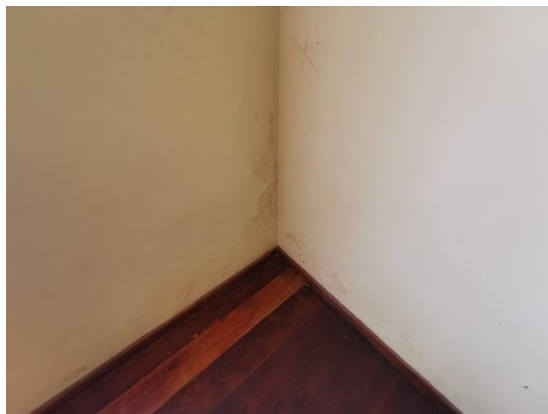
MAIN DISPLAY ROOM

Cracks in wall and wall dampness. Cracks are horizontal type cracks indicating some foundation settlement.

Assigned to : High Importance

Photograph

12



MAIN DISPLAY ROOM

Cracks and dampness in walls.

Assigned to : High Importance

CHIEF ALBERT LUTHULI HISTORIC HOUSE

PHOTOGRAPHS OF THE STORMWATER AROUND THE BUILDING

Photograph1

The stormwater for the roof building is collected via perimeter gutters and piped to the ground or previously into the water tanks. the water tanks have been sealed so the pipe discharge falls onto the tank roof and cascades towards the building.

Photograph2**STORMWATER**

SIDE OF BUILDING WITH MOST DAMPNES - Most the roof stormwater and ground surface stormwater is along the northern side of the building. Surface water is getting below the concrete apron. CONSIDER A CONCRETE SURFACE CHANNEL PLUS AND SUB-SOIL PIPE TO MINIMISE WATER GETTING TO THE WALLS.

Assigned to : High Importance

Photograph3**STORMWATER**

Concentrated surface water and water been trapped here from leaking gutters, rainwater pipe and surface drainage. Grid is higher than surrounding ground. Gap below the apron slab. **FULL HARDEN AREA TO PREVENT WATER INGRESS.**

Assigned to : High Importance

Photograph4**STORMWATER**

SIDE OF BUILDING WITH MOST DAMPNES - Most the roof stormwater and ground surface stormwater is along the northern side of the building. Surface water is getting below the concrete apron. CONSIDER A CONCRETE SURFACE CHANNEL PLUS AND SUB-SOIL PIPE TO MINIMISE WATER GETTING TO THE WALLS.

Assigned to : High Importance

Photograph5**STORMWATER**

Concentrated surface water and water been trapped here from leaking gutters, rainwater pipe and surface drainage. Grid is higher than surrounding ground.

Assigned to : High Importance

Photograph6**STORMWATER**

Surface water ingressing at stone and travelling towards building.

Assigned to : High Importance

Photograph

7



STORMWATER

Surface water ingressing at stone and travelling towards building.

Assigned to : High Importance

Photograph

8



STORMWATER

Tops of rainwater tanks have been sealed. Therefore concentrated flow from rainwater pipes.

Assigned to : High Importance

Photograph

9



STORMWATER

Consider surface channel and subsoil channel.

Assigned to : High Importance

Photograph

10



STORMWATER

Concentrated surface water and water been trapped here from leaking gutters, rainwater pipe and surface drainage. Grid is higher than surrounding ground. Gap below the apron slab. **FULL HARDEN AREA TO PREVENT WATER INGRESS.**

Assigned to : High Importance

Photograph

11



STORMWATER

Perforated gutters concentrating rainwater at localised areas.

Assigned to : High Importance

Photograph

12



STORMWATER

Perforated gutters concentrating rainwater at localised areas.

Assigned to : High Importance

LM 6

VISUAL INSPECTION AND REPORT



L S C BRUNETTE

CONSULTING ENGINEERS

4 DERBY PLACE, DERBY DOWNS, WESTVILLE 3630 TEL: 031 2668118 FAX: 031 2668863 P.O. BOX 37015, OVERPORT 4067
EMAIL lscbdbl@iafrica.com

Ref: D4000/24/SN

19 February 2024

Ruben Reddy Architects
MB Building, 641 Peter Mokaba Ridge
Berea, Durban,
4001

Att: **Ayla Harvey**

RE: Chief Albert Luthuli Historic House – Visual Inspection and reporting

Dear Ayla,

We confirming visiting the Chief Albert Luthuli Historic House on the 8th November 2023 and met with Mr. Brian Xaba and inspected the building in his presence. Mr. Xaba provided insight into the repairs and maintenance carried out to the building over the years.
We visited the building again on the 24th November 2023 to inspect the ceiling space.

We report as follows:

The object of the inspection and report is to bring to the client's attention any structural distress to building elements that may pose a danger to people and/or deem the building unsafe and elements that require immediate rectification to make safe.

This report is not a structural stability certificate. The professional responsibility for all structural elements and ensuring design compliance to the National Building regulations on the above property still lies respectively with the original responsible Design Engineer(s) and/or Architect(s) and the property Owner.

Site Observations:

The building is a single level structure with corrugated profile roof sheeting supported by timber roof trusses and purlins. The perimeter and internal walls are plastered and painted walls. The perimeter gutter is a metal gutter. There are downpipes directed at the three water tanks on site, and some downpipes discharge at ground level.

The northern end to the building of the external ground comprises of grassed and earth spaces. The eastern side has planter boxes and the western and southern ground comprises of concrete slabs.

The floor construction comprises of concrete surface bed in the kitchen area and pantry and raised timber floors in the rest of the house.

The floor level is general higher than the surrounding external ground levels.

1. Roof sheeting:

- The corrugated metal roof sheeting has a second set of corrugated sheets installed above it. However the top sheets stopped short of the gutter level. This allows water to get in between bottom sets of roof sheets via windblown rains and surface tension.
- There localized areas where the roof sheets are corroded and there are perforations at these points. Refer to Photograph 2.
- The soffit of the roof sheets in the veranda are corroded. Refer to photographs 6 & 9.
- There surface of the roof sheets appears to have surface rust. Refer to photographs.
- There are no signs of water ingress into the building.
- The valley gutters are blocked with debris.



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Recommendation:

- a. Short term intervention: Repaint the roof sheeting. De-rust and waterproof all perforations to the sheeting. Clean and maintain the valley gutters.
Seal the gap between the lower and top roof sheets.
The veranda sheeting may have to be replaced as it may not be feasible to repaint the corrosion to the soffit of the roof sheets.
- b. Long term Intervention: Once the corrosion of the sheeting becomes prevalent and there is water ingress into the building then the roof sheets should be replaced. Maintain the same profile but consider Aluminum material.

2. Ceiling Void:

- The ceiling void was viewed via the single trap door located in the central bedroom.
- The limited viewing of the ceiling void showed that the roof trusses and purlins appeared to be in a satisfactory condition
- In areas that could be view there were no signs of insect damage or wood rot damage.
- There were no signs of insulation below the roof sheeting.
- The timber trusses are of bolted connection.
- Refer to the attached photographs.

Recommendation:

- c. Short term intervention: Nil

3. Metal Gutters:

- The metal gutters have extensive corrosion, with perforations in the gutters and sections of the gutters delaminating.
- Mr. Xaba did advise that leaves from the large trees that were near the building was constantly filling the gutters and the gutters were therefore in a constant state of dampness. These trees were cut down some time ago.
- Refer to the attached photographs.

Recommendation:

- d. Short term intervention: All metal gutters should be replaced. Due to the restrictions on the profile of the gutter, consideration should be given to fabricate the gutters from stainless steel.
High specification paint coatings do not seem to be working for thin metal gutters.
If acceptable to the Heritage Architects, PVC gutters or more robust gutters should be considered.

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4. Building Elevation:

- There are numerous cracks to the external masonry walls. These cracks occur at high stress points, i.e. at corners of windows and doors.
This is not uncommon in older buildings.
Movements in building or wall panels occur from movements in the foundations, change in temperatures, lateral movements from heavy loaded trucks from the road, etc.....
- Refer to the attached photographs.

Recommendation:

- e. Short term intervention: The cracks can be sealed as per the details specified on the attached drawing SC01.
- f. The junction of new and old plaster should be rubbed down to provide a smooth surface.

5. Wall Damp:

- There is water ingress into the internal wall along the northern wall, resulting in the deterioration of the plaster at ground level, and the horizontal and diagonal cracking occurring in this wall.
 - It is likely that a change in moisture at foundation level has resulted in some settlement which would cause the cracking,
 - The external ground is unhardened with grassed and soul areas and the concrete apron along the wall has cracks and gaps,
 - The slab at the gulley has been undermined resulting in pooling water getting to the wall,
 - Rising damp could be another possibly if there is an absence of a damp course in the wall,
 - The rainwater downpipe in this area does not connect into the rainwater tank. The pipe is discharging on top of the tank and this cascading water is falling toward the building,
 - The rainwater tank tap does not have a gulley, and if the rainwater tank was functional then water would be directed toward the building.
- Refer to the attached photographs.

Recommendation:

- g. It is proposed to construct a subsoil agricultural pipe in this area to collect and subsurface water that is travelling towards the building. A 160mm diameter perforated pipe at a 1: 100 fall will collect and discharge the water away from the building. This pipe could be discharged into a downstream manhole or downstream soak away.
- h. Further, a new concrete surface channel should be constructed to collect and discharge of all the surface and roof rainwater from this area.
- i. Once the stormwater collection and control measures are in place, the soil against the wall should be removed, including removing the apron slab for further assessment of the wall.
Repairs to the external skin of the foundation wall may be required to repair cracks, repair mortar joints, and waterproof the wall with bitumen paint or similar, plastic and Masonite board before backfilling.
- j. The internal cracks in the wall can be repaired by removing the plaster, repairing the cracks and replastering.
- k. The walls could be further waterproofed with drilling and injecting a waterproofing sealant.



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- l. Refer to attached drawing SC01 and detail which details/specifies the proposal.
- m. Refer to the attached photographs.

Attachments:

- a. Photographs recorded on the 8th and 24th November 2023,
- b. Drawing SC01-rev 0 – showing proposal.

Please contact the undersigned should you have any queries regarding the above.

Yours faithfully,

Sadasivan Naidu
LSC Brunette cc