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14 JUNE 2024

**SUBJECT : ERRATUM: RLM/DRT/0079/2023/24 - APPOINTMENT OF A CONTRACTORS FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE B.**

**The following changes are applicable to the Tender Document dated 21<sup>st</sup> of May 2024**

NO	ORIGINAL TENDER	AMENDMENTS
1	The Contract Data stipulates the Conditions of Contract applicable is "The General Conditions of Contract for Construction Works (2015) 3rd edition (GCC2015)"	<p>Delete "The General Conditions of Contract for Construction Works (2015) 3rd edition (GCC2015)" and replace with "JBCC Principal Building Agreement, Edition 6.2 May 2018"</p> <p>The successful tenderer will be appointed in terms of JBCC Principal Building Agreement, Edition 6.2 May 2018 in line with the amended contract data.</p>
2	<p>The bill refers to the following drawings that are not contained in the document</p> <p><u>ZONE B</u></p> <p>0368-1/TS/6003</p> <p>0368-1/TS/6004</p> <p>0368-1/TS/6002</p> <p>0368-1/TS/6000</p> <p>0368-1/TS/6001</p> <p>0368-1/TS/6014</p> <p>0368-1/TS/6203</p>	<p>The drawings have been renamed as follows:</p> <p>0368-1/TS/6003 – RRT-AR-NE-409-C0 LEAN RAIL TYPE A - RRT-AR-NE-410-C0 LEAN RAIL TYPE B</p> <p>0368-1/TS/6004 - RRT-AR-NE-606-C0 STAINLESS STEEL SEAT DETAIL 0368-1/TS/6002 - RRT-AR-NE-303-C0 THRESHOLD PLATE DETAIL 0368-1/TS/6000 - RRT-AR-NE-601-C0 PAVING AND TILING DETAIL 0368-1/TS/6001 - RRT-AR-NE-604-C0 RAIL DETAIL 0368-1/TS/6014 - RRT-AR-NE-611-C0 GATE DETAIL</p>

	0368-1/TS/6203 0368-1/TS/6023  0368-1/TS/5200 0368-1/TS/5406 0368-1/TS/5400 RRT/AR/WC/SCH-531	0368-1/TS/6203 - RRT-AR-NE-6528-C0 KIOSK LOUVRE AND MENTIS GRID 0368-1/TS/6023 - RRT-AR-NE-609,1-C0 EXTERNAL CLADDING & INTERNAL DATABAND DETAILS – PLANS 0368-1/TS/6023- RRT-AR-NE-609,2-C0 EXTERNAL CLADDING & INTERNAL DATABAND DETAILS - SECTIONS 0368-1/TS/5200 - RRT-AR-NE-504-C0 WINDOW SHCEDULE 0368-1/TS/5406 - RRT-AR-NE-510-C0 IRONMONGERY TYPE B 0368-1/TS/5400 - RRT-AR-NE-509- IRONMONGERY KIOSK RRT/AR/WC/SCH-531 - RRT-AR-NE-505-C0 DOOR SCHEDULE
3	Closing Date	9 <sup>th</sup> July 2024 @9:00am

PART C1.2: CONTRACT DATA

## **A PROJECT INFORMATION**

### **A1.0 Works [1.1]**

Project name	APPOINTMENT OF A CONTRACTORS FOR THE CONSTRUCTION OF RUSTENBURG RAPID TRANSPORT STATIONS SUPERSTRUCTURES ZONE B
Reference number	RLM/DRT/0079/2023/24
Works description	Refer to document – Scope of Work

### **A2.0 Site [1.1]**

Erf / stand number	Refer to document – Site Information
Township / Suburb	Greater Boitekong
Site address	Refer to document – Site Information
Local authority	Rustenburg Local Municipality

### **A3.0 Employer [1.1]**

Official Name of Organ of State / Public Sector Body	Rapid Road Transport		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Busisiwe Bonakele		
E-mail	bbonakele@rustenburg.gov.za		
Mobile number	014 590 3617	Telephone number	014 590 3683
Postal address	156 Bethlehem Drive, Rustenburg		Postal Code 0300
Physical address	156 Bethlehem Drive, Rustenburg		Postal Code 0300

### **A4.0 Principal Agent [1.1]**

Name			
Legal entity of above		Contact person	
Practice number	N/A	Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

#### A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

#### A6.0 Agent [1.1]

Discipline	<b>Architects</b>		
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

#### A7.0 Agent [1.1]

Discipline	<b>Civil / Structural Engineers</b>
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Name	
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Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

#### A8.0 Agent [1.1]

Discipline	<b>Electrical Engineers</b>		
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

#### A9.0 Agent [1.1]

Discipline	<b>OHS Consultant</b>		
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

#### A10.0 Agent [1.1]

Discipline	<b>Mechanical Engineer</b>		
Name			
Legal entity of above		Contact person	

Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code

#### A11.0 Agent [1.1]

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

#### A12.0 Agent [1.1]

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

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	<b>Standard System of Measuring Building Work (Sixth Edition) as amended</b>
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### B 2.0 Law, regulations and notices [2.0]

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

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

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	<b>Three (3)</b>

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30

<b>Contract drawings</b> – description	Number	Revision	Date
TYPICAL TYPE B STATION UNDERGROUND SERVICES	RRT-AR-NE-702-C02		
TYPICAL TYPE B STATION UNDERGROUND SERVICES	RRT-AR-NE-702-C01		
TYPICAL TYPE A STATION UNDERGROUND SERVICES	RRT-AR-NE-701-C00		
SERVICE CUPBOARD DOOR DETAILS (Type B stations)	RRT-AR-NE-629-C00		
KIOSK LOUVRE & MENTIS GRID DETAIL	RRT-AR-NE-628-C00		
TYPICAL KIOSK WALL TILING DETAILS	RRT-AR-NE-627-C00		
TYPICAL KIOSK W01 DETAIL	RRT-AR-NE-622-C00		
PASSAGE BULKHEAD DETAIL. Type A, B, & D Stations	RRT-AR-NE-614-C00		
FENCING DETAIL. Type B Station	RRT-AR-NE-612-C00		
GATE DETAIL, GATE BULKHEAD & METAL SCREEN DETAIL. Type A, B, & D Stations	RRT-AR-NE-611-C00		
TICKET GATE BULKHEAD DETAIL. Platform 2, Type B Stations	RRT-AR-NE-610-C00		



EXTERNAL CLADDING & INTERNAL DATABAND DETAIL	RRT-AR-NE-609,2-C0	
EXTERNAL CLADDING & INTERNAL DATABAND DETAIL	RRT-AR-NE-609,1-C0	
GENERIC PAVING DETAIL AT MEDIAN PEDESTRIAN CROSSING	RRT-AR-NE-607-C0	
STAINLESS STEEL SEAT DETAIL	RRT-AR-NE-606-C0	
CONCRETE BENCH DETAIL	RRT-AR-NE-605-C0	
LEAN RAIL DETAILS	RRT-AR-NE-604-C0	
THRESHOLD PLATE DETAIL	RRT-AR-NE-603-C0	
TILED MANHOLE COVER DETAIL	RRT-AR-NE-602-C0	
PAVING & TILING DETAILS	RRT-AR-NE-601-C0	
IRONMONGERY SCHEDULE. Type B stations	RRT-AR-NE-511-C0	
IRONMONGERY SCHEDULE. Type A stations -Kiosk incl.	RRT-AR-NE-510-C0	
DOOR SCHEDULE. Type B Station (Sheet 2 of 2)	RRT-AR-NE-508-C0	
DOOR SCHEDULE. Type B Station (Sheet 1 of 2)	RRT-AR-NE-507-C0	
DOOR SCHEDULE. Type A Stations	RRT-AR-NE-506-C0	
DOOR SCHEDULE. Typical Kiosk	RRT-AR-NE-505-C0	
WINDOW SCHEDULE. Typical Kiosk	RRT-AR-NE-504-C0	
ACCOMMODATION SCHEDULE	RRT-AR-NE-503-C0	
PROJECT PAINT SPECIFICATION	RRT-AR-NE-502-C0	
SANITARYWARE SCHEDULE	RRT-AR-NE-501-C0	
PROJECT SPECIFICATION SCHEDULE	RRT-AR-NE-500-C0	
LEAN RAIL, INFO BOARD AND SEAT SETTING OUT LAYOUT	RRT-AR-NE-410-C0	
LEAN RAIL, INFO BOARD AND SEAT SETTING OUT LAYOUT	RRT-AR-NE-409-C0	
CEILING LAYOUT. Type B Station	RRT-AR-NE-408-C0	
CEILING LAYOUT. Type A Station	RRT-AR-NE-407-C0	
TILING LAYOUT. Type B station	RRT-AR-NE-406-C0	
TILING LAYOUT. Type A station	RRT-AR-NE-405-C0	
SIGNAGE ELEVATION. Type B station. Platform 2	RRT-AR-NE-404-C0	
SIGNAGE ELEVATION. Type B station. Platform 1	RRT-AR-NE-403-C0	
SIGNAGE ELEVATION. Type A station	RRT-AR-NE-402-C0	
TYPICAL KIOSK ROOM LAYOUT_ SALES ROOM	RRT-AR-NE-401-C0	
TYPICAL KIOSK PLANS, SECTIONS & ELEVATIONS	RRT-AR-NE-400-C0	
ELEVATIONS. Type B Station. Platform 2_2	RRT-AR-NE-306-C0	
ELEVATIONS. Type B station. Platform 1	RRT-AR-NE-305-C0	
ELEVATIONS. Type A station	RRT-AR-NE-304-C0	
SECTIONS. Type B station. Platform 2_2	RRT-AR-NE-303-C0	
SECTIONS. Type B station. Platform 1	RRT-AR-NE-302-C0	
SECTIONS. Type A station	RRT-AR-NE-301-C0	
ROOF PLAN. Type B Stations	RRT-AR-NE-203-C0	
ROOF PLAN. Type A Stations	RRT-AR-NE-202-C0	
GROUND STOREY PLAN. Type B station	RRT-AR-NE-201-C0	
GROUND STOREY PLAN. Type A Station	RRT-AR-NE-200-C0	
	Overall	
Overall Station Location Map	RRT-AR-NE-001	Station Location Map
Site Plan - Station 28 - Bophuthatswana Station	RRT_AR_NE_103-C0	
Site Plan - Station 27 - Boitekong Station	RRT_AR_NE_102-C0	
Site Plan - Station 26 - Paardekraal Station	RRT_AR_NE_101-C0	
	RRT_AR_NE_100-C0	

Site Plan - Station 25 - Ramotshana Station			
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#### B 5.0 Employer's Agents [6.0]

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

**Principal Agent**

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

**None**

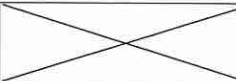
# **B 6.0 Insurances [10.0]**

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

and/or

Insurances by Contractor		Amount including tax	Deductible amount including tax
Yes / No:	Yes		
	New works [10.1.1] (contract sum or amount)	N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	

	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
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	Escalation, professional fees and reinstatement costs if not included above	N/A	
	Total of the above contract works insurance amount	To the minimum value of the contract sum + 10%	
	Supplementary insurance [10.1.2; 10.2]	R20 million	With a deductible not exceeding 5% of each and every Claim
	Public liability insurance [10.1.3; 10.2]	R5 million	
	Removal of lateral support insurance [10.1.4; 10.2]	No	
	Other insurances [10.1.5]		
Yes/ No?	No	If yes, description 1	
	Hi Risk Insurance [10.1.5.1]		
Yes/ No?	No	If yes, description 2	

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

<b>Existing premises will be in use and occupied [12.1.2]</b>	<b>Yes / No?</b>	<b>No</b>
If yes, description		
<b>Restriction of working hours [12.1.2]</b>	<b>Yes / No?</b>	<b>Yes</b>
If yes, description	The completion of the project is urgent and work shall be executed during normal working hours i.e 7h00 until 17h00 daily including Saturdays.	
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>	<b>Yes / No?</b>	<b>No</b>
If yes, description		
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>	<b>Yes / No?</b>	<b>Yes</b>
If yes, description	Work areas and restricted areas shall be defined at Site Handover	
<b>Supply of free issue [12.1.10]</b>	<b>Yes / No?</b>	<b>No</b>
If yes, description		

**B 8.0 Nominated subcontractors [14.0]**

Yes / No?	No	If yes, description of specialization
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

**B 9.0 Selected subcontractors [15.0]**

Yes / No?	Yes	If yes, description of specialization
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		

**B 10.0 Direct contractors [16.0]**

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

**B 11.0 Description of sections [20.1]**

<b>Section 1</b>	Building work, electrical work and mechanical work – All Buildings
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A

Section 4	N/A
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<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section 7</b>	N/A

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

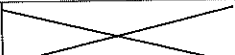
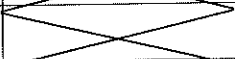
Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		<b>10 Working days</b>	<b>10 months</b>	<b>11c/R100 of Contract amount</b>

or where **sections** are applicable

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



Section 5				
Section 6				
Section 7				

Section 8				
Remainder of the				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
No further Criteria

#### B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

#### B 14.0 Payments [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	30 <sup>th</sup>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	Yes	Base date = Tender closing date
If yes, method to calculate	CPAP calculated with Haylett formulae based on indices as provided by Stats SA		
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Thirty (30) calendar days		

#### B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

## B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	No
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of <b>site</b> in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the <b>works</b> - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
	By <b>employer</b> – metered	Yes / No?	No
Electricity [B8.2]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
	By <b>employer</b> – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By <b>contractor</b>	Yes / No?	Yes
	By <b>employer</b>	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

## B 17.0 Changes made to JBCC® documentation

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

## 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

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

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

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

## 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

## 6.0 Employer's Agents

Add the following as 6.7:

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

## 9.0 Indemnities

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

## 10.0 Insurances

Add the following as 10.1.5.1:

**Hi risk Insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

#### 10.1.5.1.3

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

#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

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

## **12.0 Obligations of the Parties**

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

## **19.0 Practical Completion**

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

## **21.0 Defects Liability Period and Final Completion**

Add the following as 21.13:

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

## **25.0 Payment**

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**" 25.14.2:

Not applicable

## **27.0 Recovery of Expense and/or Loss**

27.1.5: Not applicable

## **29.0 Termination**

Add the following after 29.1.3: or where ...

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

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



## C TENDERER'S SELECTIONS

### C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B	Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate	
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	
Guarantee for payment by employer [11.5.1; 11.10]	Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not Applicable	

### C 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	

### C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

#### Payment methods

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

#### Lump sum contract

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

#### C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
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Where the contractor does not select an option, Option A shall apply

##### Provision of particulars

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

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

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

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

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

Lump sum contract

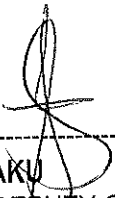
Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half percent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



MS. B. BONAKELE  
UNIT MANAGER: DESIGN AND CONSTRUCTION

14/06/2024

Date



MS. B. FAKU  
ACTING DEPUTY CHIEF FINANCIAL OFFICER

14-06-24

Date



ADV. A. KHUDUGE  
MUNICIPAL MANAGER

14/06/24

Date