



Should the 'Certified Stamp' above, or the QR Code on each page not be visible, then this Document cannot be certified as a true copy and there is an indication that the original has been amended



# PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project : SOUTH AFRICAN NATIONAL SPACE AGENCY , Matjiesfontein

Employer : SOUTH AFRICAN NATIONAL SPACE AGENCY

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**

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

## **Copyright reserved**

The name 'The Joint Building Contracts Committee® NPC', the abbreviation JBCC®, the electronic version e-JBCC® and the JBCC® logo are registered trademarks. The JBCC® claims authorship of this work. All rights are reserved. No part of this publication may be reproduced, stored in any retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, scanning, recording, or otherwise, without the prior permission in writing of the JBCC®. Unauthorised reproduction of the work is an infringement of the copyright. Judicial proceedings can and will be instituted to obtain relief and recovery of damages



## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	SOUTH AFRICAN NATIONAL SPACE AGENCY , Matjiesfontein
Reference number	
<b>Works description</b>	<p>The South African National Space Agency (SANSA) is embarking on a project to implement a multi-purpose, multi-agency space exploration site in Matjiesfontein (MTJ). The MTJ site will form part of the new NASA Lunar Exploration Ground Segment (LEGS). The LEGS project is a NASA Space Communication and Navigation (SCaN) initiated effort built to deliver continuous world-wide service in support of the Artemis program and human spaceflight from thirty-six thousand kilometres (Geostationary belt orbit) up to two million kilometres from the Earth.</p> <p>MTJ will be a multi-mission facility which provides space communication services, i.e. acquisition and/or transmission of tracking, telemetry, and command (TT&amp;C) data over the space links.</p> <p>"The work for the new ground station to be developed at Matjiesfontein will consist of: (1) the construction of three (3) new buildings (including a Main Operations Building, a Generator House, and an Entrance Gate and Guard House); (2) the installation of new site wide 11kv electrical reticulation and fibre reticulation connecting between the various buildings and antenna sites; and (3) new civils infrastructure including a new gravel road network and water, sewer, and stormwater reticulation."</p>

### A 2.0 Site [1.1]

Erf / stand number	Latitude 30 14' 36.86" S Longitude 20 32' 52.90" E
Township / Suburb	Matjiesfontein town
<b>Site address</b>	The SANSA MTJ site complex is located proximately 5 km to the south of Matjiesfontein
Local authority	Laingsburg Municipality

### A 3.0 Employer [1.1]

Name	South African National Space Agency (SANSA)		
Legal entity of above		Contact person	Gladys Magagula
Business registration number	Act 360F of 2008	Telephone number	012 334 5132
VAT/GST number		Mobile number	072 017 9062
Country		E-mail	<a href="mailto:gmagagula@sansa.org.za">gmagagula@sansa.org.za</a>
Postal address	PO Box 484, Silverton		
		Postal code	0127
Physical address	SANSA Space Operations, Farm No 502JQ, Hartebeesthoek,		
	District Krugersdorp	Postal code	1740

### A 4.0 Principal agent [1.1]

Name	Atarah Projects		
Legal entity of above		Contact person	Courage Karenji
Practice number		Telephone number	
		Mobile number	
Country		E-mail	<a href="mailto:couragekarenji@atarahprojects.co.za">couragekarenji@atarahprojects.co.za</a>
Postal address			
		Postal code	
Physical address	240 Main Road, Rondebosch		
		Postal code	7700



<b>A 5.0 Agent</b> [1.1; 6.2]	Discipline	Architect
-------------------------------	------------	-----------

Name	SVA International (Pty) Ltd		
Legal entity of above		Contact person	Giovanni Dolph
Practice number		Telephone number	021 421 4276
		Mobile number	
Country		E-mail	GDolph@svarchitects.com
Postal address	8th Floor, The Link, 19 D.F. Malan St, Cape Town City Centre, Cape Town,		
		Postal code	8001
Physical address	8th Floor, The Link, 19 D.F. Malan St, Cape Town City Centre, Cape Town,		
		Postal code	8001

<b>A 6.0 Agent</b> [1.1; 6.2]	Discipline	Quantity Surveyor
-------------------------------	------------	-------------------

Name	The Thynk Box Built Environment Solutions		
Legal entity of above		Contact person	Herman Berry
Practice number		Telephone number	
		Mobile number	082 483 3031
Country		E-mail	herman@thethynkbox.co.za
Postal address		Postal code	
Physical address	3rd Floor, Eikestad Mall, 43 Andringa Street, Stellenbosch		
		Postal code	7500

<b>A 7.0 Agent</b> [1.1; 6.2]	Discipline	Mechanical & Fire Engineering
-------------------------------	------------	-------------------------------

Name	EKCON		
Legal entity of above	Ekcon (Pty) Ltd	Contact person	Alex Meyer
Practice number	2000/000165/07	Telephone number	021 930 9360
		Mobile number	
Country		E-mail	alex@ekcon.co.za
Postal address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500
Physical address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500

<b>A 8.0 Agent</b> [1.1; 6.2]	Discipline	Structural Engineering
-------------------------------	------------	------------------------

Name	EKCON		
Legal entity of above	Ekcon (Pty) Ltd	Contact person	Charl van der Merwe
Practice number	2000/000165/07	Telephone number	021 930 9360
		Mobile number	
Country		E-mail	charlvdm@ekcon.co.za
Postal address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500
Physical address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500



<b>A 9.0 Agent</b> [1.1; 6.2]	Discipline	Civil Engineering
-------------------------------	------------	-------------------

Name	EKCON		
Legal entity of above	Ekcon (Pty) Ltd	Contact person	Reyno Buckle
Practice number	2000/000165/07	Telephone number	021 930 9360
		Mobile number	
Country		E-mail	reyno@ekcon.co.za
Postal address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500
Physical address	163 Uys Krige Dr, Platteklouf 1, Parow,		
		Postal code	7500

<b>A 10.0 Agent</b> [1.1; 6.2]	Discipline	Electrical Engineering
--------------------------------	------------	------------------------

Name	Claassen Auret (Pty) Ltd		
Legal entity of above		Contact person	Harry Meyer
Practice number		Telephone number	(+27) 21 555 0940
		Mobile number	
Country		E-mail	harry@cai.co.za
Postal address		Postal code	
Physical address	1 Hawston Road, Milnerton, Cape Town		
		Postal code	7441

<b>A 11.0 Agent</b> [1.1; 6.2]	Discipline	Occupation Health and Safety
--------------------------------	------------	------------------------------

Name	Ransom Safety Consultants		
Legal entity of above		Contact person	Jeremy Chandler
Practice number		Telephone number	021 813 9017
		Mobile number	
Country		E-mail	jeremy@ransomsafety.com
Postal address		Postal code	
Physical address	19 Ravenswood Road, Cape Town, Western Cape		
		Postal code	7441

<b>A 12.0 Agent</b> [1.1; 6.2]	Discipline	Electronic Enigneer
--------------------------------	------------	---------------------

Name	EES Live (Pty) Ltd		
Legal entity of above		Contact person	Anton Hochleutner
Practice number		Telephone number	
		Mobile number	
Country		E-mail	anton.hochleutner@eeslive.com
Postal address		Postal code	
Physical address	1st Floor Amdec House, Silverberg Cl, Westlake, Cape Town, Western Cape, South Africa		
		Postal code	7945





**B 5.0 Employer’s agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
Principal Agent
<b>Principal agent’s and agents’</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>	Amount including <b>tax</b>	Deductible amount including <b>tax</b>																					
Contract works insurance:																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 50%;">New <b>works</b> [10.1.1] (<b>contract sum</b> or amount)</td> <td style="width: 40%; text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">or</td> <td><b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] (<b>contract sum</b> or amount)</td> <td></td> </tr> <tr> <td style="text-align: center;">or</td> <td><b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b>)</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td></td> <td><b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td></td> <td><b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td></td> <td>Escalation, professional fees and reinstatement costs if not included above</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td colspan="2">Total of the above contract works insurance amount</td> <td style="text-align: center;">N/A</td> </tr> </table>		New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	N/A	or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)		or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A		<b>Direct contractors</b> [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		Escalation, professional fees and reinstatement costs if not included above	N/A	Total of the above contract works insurance amount		N/A		
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	N/A																					
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)																						
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A																					
	<b>Direct contractors</b> [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																					
	Escalation, professional fees and reinstatement costs if not included above	N/A																					
Total of the above contract works insurance amount		N/A																					
Supplementary insurance [10.1.2; 10.2]	N/A																						
Public liability insurance [10.1.3; 10.2]	N/A																						
Removal of lateral support insurance [10.1.4; 10.2]	N/A																						
Other insurances [10.1.5]	N/A																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; border: 1px solid black;">Yes/no?</td> <td style="width: 30%; border: 1px solid black;"></td> <td style="width: 50%; border: 1px solid black;">If yes, description 1</td> </tr> <tr> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </table>	Yes/no?		If yes, description 1																				
Yes/no?		If yes, description 1																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; border: 1px solid black;">Yes/no?</td> <td style="width: 30%; border: 1px solid black;"></td> <td style="width: 50%; border: 1px solid black;">If yes, description 2</td> </tr> <tr> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </table>	Yes/no?		If yes, description 2																				
Yes/no?		If yes, description 2																					



and/or

Insurances by <b>contractor</b>		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	Included below	
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	Included below	
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	Included below	
	Escalation, professional fees and reinstatement costs if not included above	Included below	
Total of the above contract works insurance amount		Contract Sum+20%	
Supplementary insurance [10.1.2]		Contract Sum+20%	As per policy
Public liability insurance [10.1.3]		R 10 000 000.00	As per policy
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]:		N/A	
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?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	The local Municipality by-laws applies.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	Yes
If yes, description	Environmental Considerations to be taken into account. Environmental Consultant to be consulted to ensure compliance with environmental requirements. Refer Construction Environmental Management Programme as per Part C1.1 Annexure D		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	Refer Construction Environmental Management Programme as per Annexure		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description	None identified at this stage		



**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]	NASA: Tenant at MTG Ground Station under contract with SANSA
Extent of work [12.1.11]	Peraton: NASA Prime Contractor for NASA equipment installation, integration and testing.
Extent of work [12.1.11]	Communication and Power Industries: Antenna vendor – Subcontractor to Peraton
Extent of work [12.1.11]	Electronic Installation such as Access Control, CCTV, etc
Extent of work [12.1.11]	SANREN are responsible for the micro ducts & fibre from the N1 to the Main Ops building.
Extent of work [12.1.11]	Energy Centre Contractor

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

<b>Section 1</b>	External/Site Wide Civil works (inclusive of road network, & water, sewer, stormwater reticulation)
<b>Section 2</b>	Electrical Infrastructure (inclusive of 11kv, mini-sub, and fibre reticulation)
<b>Section 3</b>	Remainder of the works: The construction of three (3) new buildings (including a Main Operations Building, a Generator House, and an Entrance Gate and Guard House)
<b>Section 4</b>	
<b>Section 5</b>	
<b>Section 6</b>	
<b>Section 7</b>	
<b>Section 8</b>	
<b>Section</b>	Remainder of the <b>works</b>

**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



or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section [ 12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day excl. TAX
<b>Section 1</b>	10 October 2025		31 July 2026	R10,000
<b>Section 2</b>	10 October 2025		31 July 2026	R15,000
<b>Section 3</b>	10 October 2025		01 December 2026	R35,000
<b>Section 4</b>				
<b>Section 5</b>				
<b>Section 6</b>				
<b>Section 7</b>				
<b>Section 8</b>				
Remainder of the works				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
Refer Bill No.1 Preliminaries and General, Clause 19.0

## B 12.0 Payment [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	30th		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	Fixed Rates
If yes, method to calculate			

## B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Chairman of the Association of Arbitrators
Applicable rules for adjudication [30.6.2]	Republic of South Africa
Arbitration [30.7.4; 30.10] Name of nominating body	Chairman of the Association of Arbitrators
Applicable rules for arbitration [30.7.5]	Republic of South Africa



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

Provisional bills of quantities [P2.2]		Yes/no?	Yes	
Availability of construction information [P2.3]		Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		No further specific details		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]		No further specific details		
Inspection of adjoining properties - details [P3.3]		No further specific details		
Handover of <b>site</b> in stages - specific requirements [P4.1]		No.		
Enclosure of the <b>works</b> - specific requirements [P4.2]		No further specific details		
Geotechnical and other investigations - specific requirements [P4.3]		Contractor to familiarise themselves with the Geotech Final Report (23123G-02(0238-RP-Rev0) and expected underground conditions on site		
Existing premises occupied - details [P4.5]		No.		
Services - known - specific requirements [P4.6]		Refer to Architects site layouts		
Water [P8.1]	By <b>contractor</b>	Yes	Refer Bill No.1 Clause 8.1 for detail	Preliminaries-Section B-
	By <b>employer</b>			
	By <b>employer</b> – metered			
Electricity [P8.2]	By <b>contractor</b>	Yes	Refer Bill No.1 Clause 8.2 for detail	Preliminaries-Section B-
	By <b>employer</b>			
	By <b>employer</b> – metered			
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes		
	By <b>employer</b>			
Communication facilities - specific requirements [P8.4]		No further specific details		
Protection of the <b>works</b> - specific requirements [P11.1]		No further specific details		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		No further specific details		
Disturbance - specific requirements [P11.5]		The local Municipality by-laws applies. All core drilling, jackhammer, drilling or grinding, noisy work, must be carried out after working hours (i.e. before 08h00 & after 17h00).		
Environmental disturbance - specific requirements [P11.6]		Refer to Annexure D-Environmental with the following documents being applicable. Refer Bill No.1 Preliminaries for the following sections to price in full: Section E - Environmental Autorisation Section F - Final Environmental Management Programme (EMPr) Section G - Water Use License (attached) Section H - Permit to pluck protected an unprotected flora		



## B 15.0 Changes made to JBCC® documentation

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

Refer to Section 2 for changes made.



## C TENDER CLOSING

Tender closing date	As per bid document	Time	As per bid document
Tender submission address	SANSA office, Farm No 502JQ, Hartebeesthoek, District West Rand office		
Tender may be submitted by e-mail	yes/no?	NO	E-mail

## D TENDERER'S SELECTIONS

### D 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B  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	2025/12/15	end date	2026/01/09
Year 2 contractor's annual holiday period	start date	2026/12/12	end date	2027/01/09
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 <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
----------	--

Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>
----------	--

#### Lump sum contract

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

### D 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

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



### Provision of particulars

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

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

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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



## E FORM OF TENDER

### E 1.0 Tenderer's details

Name	TBC		
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				
<b>Tax</b>	15.00	%		
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

