TO : ALL NW DPWR CONSULTANT AND CONTRACTOR SERVICE PROVIDERS

Dear Sir/ Madam,

RE: COVID-19 Prevention Measures on NW Department of Public Works and Roads Projects and Projects sites: Building Infrastructure

On 23 March 2020, the President declared South Africa a national state of disaster, due to the COVID-19 pandemic. In direct response to this, the North West Department of Public Works and Roads (NWDPWR) will be implementing the following precautions to prevent the further spread of the Coronavirus on Departmental projects and projects sites.

1. Design phase progress meetings will be carried out by video/teleconferencing until further notice.

2. In terms of National Treasury Instruction No. 8 of 2019/2020, Emergency Procurement in Response to National State of Disaster, National Treasury advises that:

   2.1. The convening of tender briefing sessions be avoided where possible.

   2.2. Briefing sessions should not be made compulsory or mandatory unless approved by accounting authority.

   2.3. Briefing sessions must be postponed.

   2.4. For tenders already advertised, with the determined briefing and closing date, please contact responsible Project Managers with regard to the extension of dates, and publication of updates on eTender publication portals.

3. All construction work will be suspended in line with the lock-down declared by the State President on 26 March 2020 (the first non-working day will be the 27th March 2020) for 21 calendar days for all parties until 17 April 2020 (the first day that work can be resumed). The 17th April 2020 is a Friday, and the contractors can decide whether they wish to resume on the 17th or Monday the 20th April 2020. Please take note that these dates may be reviewed at any time, given the fluidity of the situation.
3.1. Extension of time claims must be applied for by the contractors in terms of the JBCC Edition 4.1 clause 29.1.4 (or a similar clause if a different edition of the JBCC was used). This extension of time claim is without costs, as this is a *vis major* emergency that neither the Department, the consultants nor the contractor could have reasonably foreseen as per preliminary advice from the JBCC (ANNEXURE A) The Department is awaiting a final advisory note from the JBCC which will probably be finalized in the coming few days.

3.2. The Department’s instruction is that the contractors must maintain security personnel on site during the lock-down period. This is the only cost that the Department will consider to reimburse under the Preliminary and General claims of the contractor covering the period.

3.3. The extension of time claim must be done in accordance with the prescripts of clause 29.4 and notice of such intention to claim must be given within twenty (20) working days from the date of the commencement of the lock-down in terms of clause 29.4.3.

3.4. After the ceasing of this lock-down, a contractor must submit a claim for extension of time within sixty (60) working days in terms of clause 29.5, in compliance with clauses 29.6; 29.7 and 29.8, through the Principal agent to the Department.

4. After the lock-down has ceased, the following measures will still be in place, until further notice:

4.1. All on-site meetings (site meetings and technical meetings) are to be suspended and matters/issues are to be resolved via video/teleconference where possible. Technical site inspections will continue as normal.

4.2. If after review by the Department on 17 April 2020 a decision is made for on-site meetings to proceed again, the COVID-19 Site meeting Protocol must be implemented, which will include, but is not limited to:

4.2.1. The signing of a declaration by all attendees, confirming recent travel and being asymptomatic to any COVID-19 symptoms, before the meeting is attended.

4.2.2. The number of meeting attendees should be limited to essential persons only.

4.2.3. Hygiene of office/meetings venue and attendees are essential
4.3. All service providers (Consultants and Contractors) must prepare a specific COVID-19 Prevention and Response Plan and submit such a plan with their relevant Project Managers by no later than close of business on Thursday, 26 March 2020. Please note that this is not your normal emergency plan.

4.4. The service provider must implement the Response Plan should a COVID-19 outbreak occur amongst site staff. The Response plan should include, but not limited to detailed procedure for:

4.4.1. Suspension of COVID-19 infection on site.

4.4.2. Confirmation of COVID-19 on site infection on site, and

4.4.3. The shutdown of the Construction site.

4.5. The Contractor must prepare a Business Continuity Plan for critical material demand and supply including high risk activities and submit such a plan to the Departmental Project Managers by no later than Thursday, 26 March 2020. The Business Continuity Plan should identify

4.5.1. Alternate suppliers able to supply material for work on critical path at short notice without compromising on material quality standards, contract CPG and Subcontracting targets.

4.5.2. Reprogramming of activities that are not on critical path if supply is disrupted.

The service provider is reminded that he remains an employer in his own right and responsible for health and safety of his people according to the Occupational Health and safety Act, 85 of 1993

You are further advised to avoid disinformation in social media and to reference the following sources for official, information and updates and for the education of employees.

| The World Health Organisation | www.who.int |
| The National Institute of Communicable Diseases | www.nicd.co.za |
Your co-operation to implement measures to help combat the virus is of utmost importance to ensure continued work on our worksites.

Yours sincerely

[Signature]

MR. M.S. THOBAKGALE
DEPARTMENT OF PUBLIC WORKS AND ROADS

DATE: 25/03/2020
Guideline Note for ASAQS Members

23rd March 2020

The potential effect of the novel coronavirus (Covid-19) on construction programmes.

In terms of the JBCC Edition 6.2 May 2018 Principal Building Agreement, clause 23.0
REVISION OF THE DATE FOR PRACTICAL COMPLETION;

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:

Clause 23.1.6 refers to Force Majeure

Under 1.0 DEFINITIONS and INTERPRETATION contained in the same PBA as above, the term
FORCE MAJEURE is defined as follows;

An exceptional event or circumstance that:

- Could not have reasonably been foreseen
- Is beyond the control of the parties, and
- Could not reasonably be 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 shockwaves caused by aircraft or other aerial devices and ionizing or
  radioactive
- contamination
- Explosive materials, except where attributable to the contractor’s use of technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

In terms of the above:

- The novel coronavirus (Covid-19) is regarded as a Force Majeure event
- The contractor is entitled to a revision of the date of practical completion by the
  principle agent
- Without an adjustment of the contract value

This position is supported in the JBCC SERIES 2000 Edition 5.0 July 2007 Principal Building
Agreement as per clause 29.0 and 29.1.4 contained therein

This position is supported in the JBCC Edition 4.1 March 2005 Public and Private Sector
Compatible Principal Building Agreement as per clause 29.0 and 29.1.4 subject to 41.0
STATE SUBSTITUTIONS contained therein