

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. DP8549Q/2024/25

TERM TENDER FOR REPAIRS AND MAINTENANCE OF THE FIRE SPRINKLER SYSTEMS AT VARIOUS BUILDINGS WITHIN THE CITY OF CAPE TOWN

C1.3 Form of Guarantee for Construction

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Corporate Services, Facilities Management

"Contractor" means: :

"Principal Agent" means:

"Works" means: Works Projects which may be allocated in the Area/Work Project Range, individually or as a whole as the context provides, under Framework Contract No. DP8549Q/2024/25: Term Tender For Repairs And Mintenance Of The Fire Sprinkler Systems To Various Buildings Within The City of Cape Town.

"Site" means: The sites as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties, and includes the Works Project Agreement.

"Guaranteed Sum" means: The maximum aggregate amount of R.....
Amount in words:

"Expiry Date" means: The date of issue by the Principal Agent of the last final Practical Completion Certificate for the Works Projects value.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificates of Completion of the Works, in respect of individual Works Projects, as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the last Practical Completion Certificate of the Works for the Works Projects in a area has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;