

**C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT  
(Edition 4.1 of March 2005)**

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| <b>Project Name</b> | MT AYLIFF MULTIPURPOSE CENTRE PHASE 5 |
| <b>Tender No</b>    | UMZ/2022-23/INFRA/CAP/29              |

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|  | <p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> |
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|  | <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the bid documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[]</i> brackets.</p> |
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| <b>42.0</b> | <b>Part 1: Contract Data completed by the Employer</b> |
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| <b>42.1</b>   | <b>CONTRACTING AND OTHER PARTIES</b>  |
| <b>42.1.1</b> | <p><b>Employer: Umzimvubu Local Municipality</b><br/> <b>813 Main Street</b><br/> <b>Kwabhaca,</b><br/> <b>5090</b></p> |

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| <b>42.2</b>   | <b>CONTRACT DETAILS</b>  |
| 42.2.1<br>[1.1]                                       | <b>Works</b> description: Refer to 1.1 Employers Objectives Scope of Work.   |
| 42.2.2<br>[1.1]                                       | Refer to 1.1 Employers Objectives location of a Project  |
| 42.2.4<br>[41.0]                                      | Specific options that are applicable to a State organ only<br>Where so :   |
| [31.1 #]<br>[31.11.2 #]<br>[31.12.2#]<br><br>[11.2.#] | <p>1) Interest rate legislation:</p> <p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the <b>employer</b>, the interest 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), will apply</p> |

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| [31.4.2 #]                   | 2) Lateral support insurance to be effected by the <b>contractor</b> :  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| [40.2.2.#]                   | 3) Payment will be made for materials and goods:  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| [26.1.2 #]                   | 4) Dispute resolution by mediation  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                              | 5) Extended <b>defects</b> liability period applicable to the following elements  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 42.2.6<br>[15.3]             | Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> :<br>Ten (10) working days.   |  |
| 42.2.7<br>[24.3.1]<br>[30.1] | For the <b>works</b> as a whole:<br>The date for <b>practical completion</b> shall be <b>4 months</b> from the <b>commencement date</b><br>( <b>excluding builders' holidays</b> )<br>and the penalty per calendar day shall be <b>8.5c/R100 per calendar day</b> . |  |
| 42.2.9<br>[1.2]              | The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>  |  |

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| 42.3                                 | INSURANCES   |  |
| 42.3.1<br>[10.1 #, 10.2 #<br>12.1 #] | Contract <b>works</b> insurance to be effected by the <b>contractor</b><br><br><input type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%<br><br>With a deductible not exceeding 5% of each and every claim |  |
| 42.3.2<br>[10.1#, 10.2 #,<br>12.1 #] | Supplementary insurance is required: <b>Yes</b><br><br>To the minimum value of the <b>contract sum</b> plus 10 %   |  |
| 42.3.3<br>[11.1#, 12.1 #]            | Public liability insurance to be effected by the <b>contractor</b><br><br><input type="checkbox"/> For the sum of R 5 million<br><br>With a deductible not exceeding 5% of each and every claim                                    |  |
| 42.4                                 | DOCUMENTS  |  |
| 42.4.2<br>[3.7]                      | Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge  |  |
| 42.4.3                               | <b>Bills of quantities</b> schedule of rates drawn up in accordance with:<br>Standard System of Measuring Building Work (sixth edition as amended)   |  |

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| 42.4.4[31.5.3]<br>[32.13] | The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: <b>No</b> <input type="checkbox"/><br><br>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions ( <b>CPAP</b> ) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:<br><br>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities<br><br>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170<br><br>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries<br><br>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by bidder, will not be permitted |  |
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|                  | <p>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</p> <p>Alternative Indices: <b>Not Applicable</b></p>   |
| 42.4.7<br>[3.10] | <p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the possession of the site is given to the contractor</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – 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 and after the 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.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:<br/>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and<br/>(b) in respect of interest owed to the <b>employer</b>, the interest 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), will apply</p> <p><b>SECURITY</b> – means the form of <b>security</b> provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A <b>construction guarantee</b> in terms of 14.0, where so elected in his bid</p> <p>3.7 Add at the end thereof:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b>, to which the <b>employer</b>, <b>principal agent</b> and <b>agents</b> shall have access to at all times.</p> <p>3.10 Replace the second reference to “<b>principal agent</b>” with the word “<b>employer</b>”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the <b>principal agent</b> and in terms of which the employer shall sign all documents</p> |

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|  | <p>10.5 Add the following as 10.5</p> <p><b>Damage to the works</b></p> <ul style="list-style-type: none"> <li>a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection and <b>security</b> of the <b>works</b> as the <b>contractor</b> may deem necessary</li> <li>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></li> <li>c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</li> <li>d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof10.6<br/>Add the following as 10.6</li> </ul> <p><b>Injury to Persons or loss of or damage to Properties</b></p> <ul style="list-style-type: none"> <li>a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</li> <li>b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</li> <li>c) The <b>contractor</b> shall upon receiving a contract instruction from the <b>principal agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>.</li> <li>d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>.</li> <li>e) Where the execution of the <b>works</b> involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the <b>contractor</b>, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the <b>works</b> has been completed</li> <li>f) The <b>contractor</b> shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the <b>works</b></li> </ul> |
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|  | <p>10.7 Add the following as 10.7</p> <p><b>HIGH RISK INSURANCE</b></p> <p>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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p><b>10.7.1 Damage to the works</b></p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection of the <b>works</b> as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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 <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the <b>employer</b> 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</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) calendar days of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> <p><b>10.7.4</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p><b>14.0</b> Replace the entire clause 14.0 with the following:</p> <p><b>14.0 SECURITY</b></p> <p><b>14.1</b> In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p><b>14.1.1</b> The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> |
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|  | <p>14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) calendar days from <b>commencement date</b>. Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) calendar days from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the <b>Contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to bid</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> |
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|  | <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0 the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> |
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|  | <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:<br/>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:<br/><br/>"Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> <p>31.8(B) Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> |
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|  | <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>31.12 Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the<br/>32.5.4 <b>contractor</b>"<br/>and<br/>32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the <b>contractor's</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract</p> <p>33.2.10 the <b>contractor's</b> failure or neglect to proceed with the <b>works</b> in terms of the contract</p> <p>33.2.11 the <b>contractor's</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract</p> <p>33.2.12 the <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the <b>contractor's</b> estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the <b>employer</b> or the and <b>contractor</b>; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the 38.7 <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"<br/>and<br/>38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p> |
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| <b>42.0</b>   | <b>Part 2: Contract Data provided by the Contractor:</b>   |   |  |   |  |  |  |   |  |
|   | <p><b>POST-BID INFORMATION</b></p> <p><b>Note:</b> All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</p>  |   |  |   |  |  |  |   |  |
| <b>42.5</b>   | <b>CONTRACT DETAILS</b>  |   |  |   |  |  |  |   |  |
| 42.5.1  | <p><b>Contractor:</b></p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>  |   |  |   |  |  |  |   |  |
| 42.5.2  | <p>The accepted <b>contract sum</b> inclusive of tax is</p> <p>R.....</p> <p>Amount in words: .....</p>  |   |  |   |  |  |  |   |  |
| 42.5.3<br>[31.3]  | <p>The latest day of the month for the issue of an interim <b>payment certificate</b>:</p> <p>.....</p>  |   |  |   |  |  |  |   |  |
| 42.5.4<br>[32.12]   | <p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>  |   |  |   |  |  |  |   |  |
| 42.5.5<br>[32.12]   | <p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>  |   |  |   |  |  |  |   |  |
| 42.5.7<br>[14]  | <p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1"> <tr> <td>(1) cash deposit of 10 % of the <b>contract sum</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table> | (1) cash deposit of 10 % of the <b>contract sum</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | (2) payment reduction of 10% of the value certified in the <b>payment certificate</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | (3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | (4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (1) cash deposit of 10 % of the <b>contract sum</b>   | Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |  |   |  |  |  |   |  |
| (2) payment reduction of 10% of the value certified in the <b>payment certificate</b>   | Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |  |   |  |  |  |   |  |
| (3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>                        | Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |  |   |  |  |  |   |  |
| (4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b> | Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |  |   |  |  |  |   |  |

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|                    | <b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b> |
| 42.5.8<br>[29.7.2] | The annual building holiday period after the commencement of the construction period:<br>from ..... to .....   |

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| 42.6<br>42.6.1 | <b>DOCUMENTS</b>                              |  |   |
|                | Contract documents marked and annexed hereto: |  |   |
|                | <b>Priced bills of quantities:</b>            | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as .....                            |
|                | <b>Lump sum document:</b>                     | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as .....                            |
|                | <b>Guarantees:</b>                            | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as .....                            |
|                | <b>Contract drawings:</b>                     | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as .....                            |
|                | <b>Other documents</b>                        | Yes <input type="checkbox"/> No <input type="checkbox"/> | (attach additional pages if more space is required) |

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| <b>42.8</b>           | <b>SIGNATURES OF THE CONTRACTING PARTIES</b>   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
|                       | <p>Thus done and signed at _____ on _____</p><br><table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of signatory</td> <td>for and behalf of the <b>Employer</b> who</td> </tr> <tr> <td></td> <td>by signature hereof warrants</td> </tr> <tr> <td></td> <td>authorization hereto</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Capacity of signatory</td> <td>as Witness</td> </tr> </table><br><p>Thus done and signed at _____ on _____</p><br><table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of signatory</td> <td>for and behalf of the <b>Contractor</b> who</td> </tr> <tr> <td></td> <td>by signature hereof warrants</td> </tr> <tr> <td></td> <td>authorization hereto</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Capacity of signatory</td> <td>as Witness</td> </tr> </table> |  | _____ | _____ | Name of signatory | for and behalf of the <b>Employer</b> who |  | by signature hereof warrants |  | authorization hereto | _____ | _____ | Capacity of signatory | as Witness | _____ | _____ | Name of signatory | for and behalf of the <b>Contractor</b> who |  | by signature hereof warrants |  | authorization hereto | _____ | _____ | Capacity of signatory | as Witness |
| _____                 | _____  |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
| Name of signatory     | for and behalf of the <b>Employer</b> who  |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
|                       | by signature hereof warrants   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
|                       | authorization hereto   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
| _____                 | _____  |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
| Capacity of signatory | as Witness   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
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| Name of signatory     | for and behalf of the <b>Contractor</b> who  |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
|                       | by signature hereof warrants   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
|                       | authorization hereto   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
| _____                 | _____  |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |
| Capacity of signatory | as Witness   |  |       |       |                   |   |  |                              |  |                      |       |       |                       |            |       |       |                   |   |  |                              |  |                      |       |       |                       |            |