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| * 1. AGREEMENTS AND CONTRACT DATA |

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| FORM OF OFFER AND ACCEPTANCE |

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| Offer |
| The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of the PROPOSED ADDITIONS & ALTERATIONS TO EXISTING CUSTOMS & EXCISE BUILDING  AT 2 MARGARET MNCADI ROAD ON ERF 10023 OF THE FARM DURBAN. |
| The bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
| The bidder, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer. |
| By the representative of the bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the bidder offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data. |
| **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**  (in words) ……………………………………………………………………………………….. ……………………………….Rand;  R……………………………………………………….(in figures) |
| This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the bidder before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the bidder becomes the party named as the Contractorin the conditions of contract identified in the Contract Data. |

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| Signature(s) |  |  |  | |
| Name(s) |  |  |  | |
| Capacity |  |  |  | |
| **For the bidder:** |  | | | |
| Name & signature of witness | *(Insert name and address of organisation)* |  | Date |  |

## Acceptance

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| By signing the JBCC and this part of this Form of Offer and Acceptance, the Employer identified below accepts the bidder’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the bidder’s Offer shall form an agreement between the Employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. | | | | | |
| The terms of the contract, are contained in:  Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)  Part C2 Pricing Data  Part C3 Scope of Work: Works Information  Part C4 Site Information  and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. | | | | | |
| Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule. | | | | | |
| The bidder shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. | | | | | |
| Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the bidder of the tracking number within 24 hours of such submission. Unless the bidder (now **Contractor)** within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties. | | | | | |
| Signature(s) | |  |  |  | |
| Name(s) | |  |  |  | |
| Capacity | |  |  |  | |
| for the Employer | |  | | | |
| Name & signature of witness | | *(Insert name and address of organisation)* |  | Date |  |

**Schedule of Deviations**

1 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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2 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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3 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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4 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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5 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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| By the duly authorised representatives signing this agreement, the Employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the Employer during this process of offer and acceptance. |
| It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidderof a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement. |

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| CONTRACT DATA |

The Conditions of Contract are the JBCC Series 2000 Minor Works Agreement (Edition 5.1, dated March 2014) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

The Contract Data -as amended form an integral part of this agreement

The **Model Preambles for Trades (2008 Edition)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

CONTRACT DATA - MINOR WORKS AGREEMENT



**MINOR WORKS AGREEMENT CONTRACT DATA**

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| **Project** | **WATERPROOFING REPAIRS TO EXISTING CUSTOMS & EXCISE BUILDING** |  |

|  |  |
| --- | --- |
| **Employer** | **South African Revenue Service** |

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| --- | --- |
| **Contractor** |  |

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| --- | --- |
| **Contract Date** | **APRIL 2016** |

|  |  |
| --- | --- |
| **File Code** |  |

**CONTRACT DATA**

used in conjunction with the

**JBCC® Minor Works Agreement**

**Edition 5.1- published March 2014**

**Preface**

**JBCC® Constituents**

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 experiences to the compilation of JBCC® documents. 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. The constituents are:

Association of Construction Project Managers

Association of South African Quantity Surveyors

Consulting Engineers South Africa

Master Builders South Africa

South African Black Technical and Allied Careers Organisation

South African Institute of Architects

South African Property Owners Association

Specialist Engineering Contractors Committee

**Application of JBCC® Contract Documents**

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text shall bear the meaning assigned to it in the definitions of such Agreement. Where a word or phrase is not in bold type it shall bear 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® Minor Works Agreement. 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® Minor Works Agreement are shown in [square brackets] in this contract data e.g. [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® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

**Warning**

The JBCC® Minor Works Agreement Edition 5.1 and the Contract Data Edition 5.1 have been coordinated with JBCC® Certificates and other support documents. Forms from previous editions or the JBCC® Principal Building Agreement and/or JBCC® N/S Subcontract Agreement edition 6.1 are not compatible with the MWA Edition 5.1

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| **A** | **TENDER INFORMATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **A1** | **Project name** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **WATERPROOFING REPAIRS TO EXISTING CUSTOMS & EXCISE BUILDING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **A2** | **Works description** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **Refer Clause 1.3 in the Scope of Works** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **A3** | **Site description** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Erf No /Township | | | | | | | | | | | | | | | | | **Refer Clause 1.4 in the Scope of Works** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Local Authority | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Street address | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **A4** | **Employer** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Name | | | | | | | | | | | South African Revenue Service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Business-eg: public company | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Business registration number | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | VAT/GST | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
|  | Contact person | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Personal ID Number | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Mobile | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Contact person | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Contact person | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **A8** | **Specialist agent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Contact person | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **B** | | **CONTRACT DATA** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | Clause references apply to the JBCC® Minor Works Agreement Edition 5.1 (MWA) published March 2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Only clauses in the MWA requiring the provision of information [CD] are quoted below | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.0** | | **Law, regulations and notices** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4/19.13 | | **Law** of the country applicable to the project | | | | | | | | | | | | | | | | | | | | | Republic of South Africa | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **4** | | **Contract documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | | Signed **contract documents** held by the **principal agent**, or | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.3 | | Number of copies of documents issued free to the **contractor** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Copies | | | | | |
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|  | | **Priced documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Lump sum priced document, or | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no? | | | | | | | | | | | | | | | | | | | | | | | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Priced **bills of quantities** (BoQ) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no? | | | | | | | | | | | | | | | | | | | | | | | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | System/method of measurement | | | | | | | | | | | | | | ***Standard System of measuring building work 1999 – six edition revised*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | **Contract documents comprising …** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Marked? | | | | | | | | | | | | | | | | | | | | | | Notes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | JBCC® **Minor Works Agreement** Ed 5.1 - March 2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **A** | | | | | | | | | | | | | | | | | | | | | | Not included | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | JBCC® **MWA Contract Data** Ed 5.1 - March 2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **B** | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | **Contract drawings - description** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Date | | | | | | | | | | | | | | | | | | | | | | | | Marked | | | | | | | | | | | | | | | Number | | | | | | | | | | | | | | | | | | | Rev | | | | | |
|  | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | |  | | | | | |
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|  | | NOTE: If insufficient space, please see annexure .. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **5.0** | | **Employer's agents** | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 | | Description of interests of **agents** in the project | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | other than professional services, if applicable | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **8.3** | | | **Insurances** by the employer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | Contract Works Insurance (CWI) (including **materials and goods**, temporary works) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | contract sum | | | | | | | | | | | | | | | | | |
|  | | | Allowance for professional fees and escalation of the insured value at 25% pa, | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | % | | | | | | | | | | | | | | | | | 25% | | | | | | | | | | | | | | | | | |
|  | | | **Free issue** material at new replacement value, added to CWI, where applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | N/A | | | | | | | | | | | | | | | | | |
|  | | | **Employer** owned surrounding property (care,custody, control or worked on) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | N/A | | | | | | | | | | | | | | | | | |
|  | | | Public Liability Insurance (each and every claim) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Evert claim | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | R5 000 000 | | | | | | | | | | | | | | | | | |
|  | | | Supplementary Insurance (incl CWI extensions) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | *per CWI* | | | | | | | | | | | | | | | | | |
|  | | | Removal of Lateral Support Insurance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | employer | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | |
|  | | | Other: | | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | |
|  | | | Policy deductibles | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | Currency | | | | | | | | | | | | | | | | | | | | Amount | | | | | | | | | | | | | | |
|  | | | **- Works / free issue** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | contractor | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | To be agreed | | | | | | | | | | | | | | | | |
|  | | | - **Employer** owned surrounding properties | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | contractor | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | N/A | | | | | | | | | | | | | | | | |
|  | | | - Public Liability | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | contractor | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | To be agreed | | | | | | | | | | | | | | | | |
|  | | | - Supplementary Insurance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | contractor | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | To be agreed | | | | | | | | | | | | | | | | |
|  | | | - Removal of Lateral Support | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | contractor | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | N/A | | | | | | | | | | | | | | | | |
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| **10.0** | | | **The employer** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | |
| 10.1.13 | | | Description of **free issue** by **employer** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | (Attach separate page for multiple items) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **10.0** | | | **Site information** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | |
| 10.1.3 | | | Premises occupied - yes/no? identify area? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Yes  The contractor must arrange access to the site in consultation with management to ensure the least amount of disruption during the work | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 10.1.4 | | | Relevant natural features to be retained / | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Refer Bills of Quantities | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 10.1.5 | | | Utilities connections provided? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 10.1.6 | | | Areas the **contractor** may not occupy? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Will be indicated at Site Hand Over | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | NOTE: If insufficient space, please see annexure ... | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **13.0** | | | **Direct contractors** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1.1 | | | **Employer** to define extent of work by a **direct contractor** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 13.1.2 | | | Specialisation: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 13.1.2 | | | Specialisation: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | NOTE: If insufficient space, please see annexure ... | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **15/18** | | | **Practical completion / penalty for late completion** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 10.1.7 | | | Possession of the **site**- intended date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 2016/03/01 | | | | | | | | | | | | | | | | | | | | | | |
| 11.2.6 | | | Start work within ? **working days** after given access to **site** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5 | | | | | | | | | | | Working days | | | | | | | | | | | |
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| 18.2 | | | **Practical** **completion** of the **works** as a whole | | | | | | | | | | | | | | | | | | 5 | | | | | | | | | | | | | | | | | | 31/05/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | R2500.00 | | | | | | | | | | | | | | | | | | |
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| **15.0** | | | **Practical completion** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15.1.1 | | | Items that do not have to be complete to achieve **practical completion** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | Criteria to achieve **practical** completion | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15.1.1 | | | All work completed as per Bills of Quantities and specification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | NOTE: If insufficient space, please see annexure … | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **19.0** | | | **Payment** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19.0 | | | Currency: | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19.2 | | | Issue of regular payment certificates on | | | | | | | | | | | | | | | | | | | | | | date@month | | | | | | | | | | | | | | | | | | | | | | | | | | | 25th | | | | | | | | | | | | | | | | | | | | | | | Or…day of week | | | | | | | | | | | | | | | | | | | | | | | | | | N/A | | | |
| 19.3.2 | | | **Materials and goods** off **site** - paid subject to ... | | | | | | | | | | | | | | | | | | | | | | **Security for Advance Payment provided?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | No | | | |
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| **22.0** | | | **Dispute resolution** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22.2 | | | Alternative dispute resolution organisation | | | | | | | | | | | | | | | | | | | Arbitration | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Changes made to JBCC® documentation** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | Refer Annexure A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **C** | | | **TENDER CLOSING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Tender closing: Date | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Tender closing: Time | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| SUBMISSION ADDRESS | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Delivered in electronic format? | | | | | | | | | yes/ no? | | | | |  | | | | | E-mail address | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Alternate offer considered? | | | | | | | | | yes/ no? | | | | |  | | | | | Only if original tender submitted | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes/ no? | | | | | | | | | | | | | | |  | | | | |
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| **D** | | | **TENDERER'S SELECTION** (to be completed by the tenderer) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **9.0** | | | **Securities** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9.3.1 | | | | Security for **Construction** (variable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no ? | | | | | | | | | | | | | | | | | | | | |  | | | | | | |
| 9.3.2 | | | | or Payment reduction, where no **security** is provided | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no ? | | | | | | | | | | | | | | | | | | | | |  | | | | | | |
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| 9.4 | | | | **Security for Advance Payment** | | | | | | | | | | | | | | | | | | | | | | | | Provided by the **contractor** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no ? | | | | | | | | | | | | | | | | | | | | |  | | | | | | |
|  | | | | (where the **contractor** requests the **employer** to pay a deposit for **materials** **and goods**) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | Purpose |  | | | | | | | | | | | | | | | | | | | | | | Currency | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | amount | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
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| 9.5 | | | | **Security for Payment** | | | | | | | | | | | | | | | | | | | | | | | | | | | | To be provided by the **employer** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | yes / no ? | | | | | | | | | | | | | | | |  | | | | | |
|  | | | | (where the contractor requests the employer to pay a deposit for materials and goods) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **17.4** | | | | **Date for Practical completion … contractor's holiday periods?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | (for consideration by the **principal agent** in the revision of the date for **practical completion**) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **Contractor's** annual holiday period - year 1 | | | | | | | | | | | | | | | | | | | | | | from… | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | until | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | |
|  | | | | **Contractor's** 'other' holiday period - year 1 | | | | | | | | | | | | | | | | | | | | | | from… | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | until | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | |
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| **20.0** | | | | **Adjustment of Preliminaries** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **20.0** | | | | **Payment of preliminaries** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20.5.3 | | | | Assessed by **principal agent**, an amount pro rated as **preliminaries** to the **contract sum**, (incl tax), excluding **preliminaries** and contingencies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **Adjustment of preliminaries** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 20.5.3 | | | | The **contractor** shall provide a breakdown of charges (incl **tax**) within 15 **working days** of the date of acceptance of tender, excluding **preliminaries** and contingency amounts | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | Where the **contractor** fails to provide such information within the specified period the amount for **Preliminaries** shall be subdivided in the following proportions by the **principal agent**: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | - 10% of the amount shall not be varied | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | - 15% varied in proportion of the **contract value** to the **contract sum** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | - 75% varied in proportion to the revised **construction period** compared to the initial **construction period** ... | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | For a lump sum contract, where the **contractor** fails to identify the **preliminaries** amount, such amount shall be deemed to be seven and one half percent (7.5%) of the **contract sum** excluding any contingency amounts and **tax** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Notes** | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | | | | By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | The tender shall remain in full legal force for thirty (30) **calendar days** from the closing date of the tender. The tenderer accepts liability for **damages** that may be suffered by the **employer** should the tender validity period not be honoured | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | The lowest or any offer will not necessarily be accepted by the **employer** - nor need reasons be given for such a decision | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | Annexures ... Marked | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **TENDER SUM COMPILATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | Tenderer's work excluding **tax** | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | | amount | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **Tax** … at Percentage | | | | | | | | | | | **14.00%** | | | | |  | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | | amount | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | Total TENDER SUM inclusive of **tax** | | | | | | | | | | | | | | | | | | | | | | | | | | **R** | | | | | | | | | | | | | | | | | | | amount | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | Tender sum in words | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | (print) TENDERER | | | | | | | Capacity | | | | | | | | | | | | | who, by its SIGNATURE warrants authority thereto | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Date | | | | | | | | | | | | | | | | | | | | | Location | | | | | | | | | | | | |
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| **TENDERER'S DETAILS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Contact person | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Personal ID Number | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Mobile | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
|  | E-mail | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Registered street address | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Postal address | | | | | | | | | | | | Code | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | Telephone | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Fax | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| FORM OF CONSTRUCTION GUARANTEE (PRO FORMA) |

A letter of Intent from an approved Insurer undertaking to provide the Construction Guarantee to the format included in Part C1.3 of this document.

**NB:**

* It should be noted that Guarantors must be registered with the Financial Services Board (FSB).
* No alterations or amendments of the wording of the pro-forma Construction Guarantee included in **Part C1.3** will be accepted.

**CONSTRUCTION GUARANTEE (PRO-FORMA)**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means

Physical address

Guarantor’s registration number with the Financial Services Board (FSB)

Guarantor’s signatory 1 Capacity

Guarantor’s signatory 1 Capacity

Employer means

Contractor means

Agent means **N/A**

Works means

Site means

Agreement means **JBCC Series 2000 Principal Building Agreement (July 2007) Edition 5**

Contract Sum means the accepted amount inclusive of tax of R

Amount in words

Guaranteed Sum means the maximum aggregate amount of R

Amount in words

Construction Guarantee (Fixed or Variable) (insert expiry date) Construction Guarantee will expire on the date of issue of Final Payment Certificate

**AGREEMENT DETAILS**

Sections: Total sections (No or N/A)

Last section (No / Identification or N/A)

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion

Certificate/s and Final completion certificate/s.

1. **VARIABLE CONSTRUCTION GUARANTEE**
   1. Where a variable Construction Guarantee in terms of the Agreement has been selected, this 1.0 with 3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

**Guarantor’s Liability**

* + 1. Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

**Period of Liability**

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum:

Amount in words:

**Guarantors Liability**

* + 1. Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

**Period of Liability**

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections:

Amount in words:

**Guarantor’s Liability**

* + 1. Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

**Period of Liability**

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections:

Amount in words:

**GUARANTOR’S LIABILITY**

* + 1. Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

**Period of Liability**

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified:

Amount in words:

* 1. For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question.

1. **FIXED CONSTRUCTION GUARANTEE**
   1. Where a fixed Construction Guarantee in terms of the Agreement has been selected, this 2.0 with 3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum as follows:

**guarantor’s Liability**

* + 1. Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

**Period of Liability**

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

Amount in words:

1. **THE GUARANTOR HEREBY ACKNOWLEDGES THAT:**
   1. Any reference in this Guarantee to the Agreement 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.
   2. Its obligation under this Guarantee is restricted to the payment of money.
2. Subject to the Guarantor’s maximum liability referred to in 1.0 or 2.0 , the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
   1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
   2. A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.
   3. A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.
3. Subject to the Guarantor’s maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
   1. The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or
   2. A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.
5. Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
6. Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
7. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
8. The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
9. This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earliest, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.
10. This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
11. Where this Construction Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms ofSection 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT DATE

GUARANTOR’S SIGNATORY 1 GUARANTOR’S SIGNATORY 2

WITNESS WITNESS

DATE: DATE:

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| **GUARANTOR’S SEAL OR STAMP** |

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| * 1. PRICING DATA |

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| SECTION C2.1 PRICING INSTRUCTIONS |

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
2. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
3. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
4. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
6. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
7. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
8. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
9. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
10. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)

b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

1. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;

b) 15 percent is Value Related

c) 75 percent is Time Related.

1. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
2. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.

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| SECTION 2.2 BILLS OF QUANTITIES |

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| * 1. SCOPE OF WORKS |

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| SECTION C3.1 DESCRIPTION OF WORKS |

* 1. Overview of the Works

The works consist of the general repairs to existing waterproofing on the roof of Customs and Excise Building and consist of three areas

* 1. Extent of the works

New water proofing on existing waterproofing with some repairs works and new screeds as required

* 1. Location of the works

The construction site at 2 MARGARET MNCADI ROAD ON ERF 10023 OF THE FARM DURBAN t

* 1. Temporary Works

The only temporary work applicable will be the protection of areas where the existing waterproofing is to be removed

### SECTION C3.2 DESIGN

* 1. Employer’s design

The employer issues three sets of each of the following:

* Bills of Quantities
* Construction Drawings
  1. Drawings

The drawings for providing the works are listed.

Drawings is included in this document for tender purposes – refer [Annexure A](#Annexure_Y)

**Architects Drawings**

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| ROOF PLAN WATERPROOFING LAYOUT | WP1-WD700 |  |

### SECTION C3.3 CONSTRUCTION

* 1. Works specification
     1. Applicable national and international standards

The Contractor shall comply with the standards, guidelines, workmanship and building practice as set out in:

1. Occupational Health and Safety Act of 1993 (Act 85 of 1993)
2. The Construction Regulations 2014
3. Local Authority building regulations and acts applicable to the development
4. All materials shall either carry the SABS mark or have an equivalent performance that is fully described and accepted. Such materials shall all be clearly specified for evaluation purposes and may only be used once formally approved by the Employer.
5. Only plumbing material/fittings which are SABS (SANS) or ISO approved will be allowed in the building contract (JASWIC is not recognised for this project).
6. The “Model Preambles for Trades (2008 Edition)” recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to “Architect” in the Model Preambles are to be read as “Principal Agent” shall apply to this contact.

This publication is available from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

* 1. Contract Instructions

Contract instructions issued are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor

* 1. Plant and materials
     1. Plant and materials provided by the employer

No plant or materials shall be supplied by the Employer

* 1. Testing of flat roof waterproofing and water tightness

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing

* 1. Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent not later than the works completion date

The warranty shall state that workmanship, materials and installation are warrantied for a specified period from the final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so

The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the works

* 1. **SECTION C3.4 MANAGEMENT (**Planning and Programming)
     1. Sequence of the work

The sequence of the Works will be determined by the logical order of activities as illustrated in the contractor’s initial programme and the specified Interim Milestone dates therein.

* + 1. Overtime

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorized, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer

* 1. Health and Safety
     1. All health and safety matters associated with the works will be dealt with in accordance with:
     + The scope of work and construction regulation 2014
     + Site Specific Health and Safety specifications
  2. Cash Flow Forecast
     1. Based on the accepted programme, the Contractor submits a cash flow forecast report that details the anticipated monthly cash flow, represented by the expected assessments of the amounts due, to the *Principal agent*.
     2. Monthly the *Contractor* completes an assessment of all activities in progress and to completion, and accordingly revises and submits the updated cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.
  3. Contractor’s management, supervision and key people

The Contractor provides an Organogram and Curriculum Vitae of all his key people (both as required by the Employer and as independently stated by the Contractor under returnable schedules) and shows how such key people communicate with the Principal Agent and other Agent’s.

* 1. Provision of bonds and guarantees
     1. The form in which a bond or guarantee required by the conditions of contract is to be provided by the *Contractor* is given in Part C Agreements and Contract Data, document C1.3, Sureties.
     2. The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement
  2. Methods and procedures

The contractor shall be required to submit detailed risk assessments and method statements clarifying his proposed works procedures and methods for the construction of the works.

* 1. Recording of weather

The Contractor is to provide a rain gauge facility in a position that is not influenced by any surcharge or run off from adjacent properties. This gauge is to be recorded daily and agreed with the Engineer’s representative on the same day.

* 1. Daily records

The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Principal agent at all reasonable times. The site diary has to be used daily to reflect any significant incidents.

* 1. Proof of compliance with the law

The Contractor shall on request submit a Tax Clearance Certificate and undertakes to comply with all legislation as promulgated under South African Law.

* 1. Works cleaning and clearing

The contractor shall regularly clean and clear away all rubbish and excess materials as the works proceed and leave the works in a clean and satisfactory state for use and occupation in terms of the agreement

* 1. Vermin

The contractor shall take all necessary precautions to keep the works and the site free from vermin and shall leave the works vermin-free on completion

* 1. Confidentiality

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works

No information regarding this project shall be published or disclosed without the prior written consent of the employer

### SECTION C3.6 ANNEXURES

ANNEXURE A: Changes to JBCC Document

[ANNEXURE B:](#Annexure_B) Drawings

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| * 1. SITE INFORMATION |

### Section C4.1 Viewing the site

The Contractor will be deemed to have visited the site and to have acquainted himself fully with the nature of the site, the conditions under which the works are to be executed, the working areas, any restrictions that may exist to the working areas, the boundaries of the site, access to the works, the condition and position of roads, obstructions, overhead cables, underground services, servitudes, etc. and generally all matters which may influence the execution of the works. No claim whatsoever shall be entertained after the submission of their tender due to errors and/or omissions in the tender price due to the Contractor’s failure to acquaint himself fully with the site

### Section C4.2 Locality Map

****Figure 1: Aerial Photo Of Proposed Construction Site

**ANNEXURE A**

**CHANGES TO JBCC DOCUMENT**

**CHANGES MADE TO THE STANDARD JBCC DOCUMENTS**

Minor Works Agreement

1. Clause 1.0 - Definitions and interpretation

Additional clauses 1.2.6 to 1.2.8

1. Clause 2.0 - Law, regulations and notices

Additional clauses 1.2.6 to 1.2.8

1. Clause 9.0 - Security

Additional clause 9.9

1. Clause 11.0 - Contractor

Amended clause 19.1

1. Clause 12.0 - Setting out

Additional clause 12.4

1. Clause 13.0 - Direct Contractors

Additional clause 13.4

1. Clause 15.0 - Practical Completion

Additional clause 15.6

1. Clause 17.0 - Revision date of Practical completion

Additional clause 17.6 and 17.7

1. Clause 19.0 - Payment

Additional clauses 19.14 to 19.16

1. Clause 20.0 - Adjustment to the contract value and final account

Additional clause 20.10

**ANNEX****URE B**

**DRAWINGS**