



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC
CENTRE**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**SCHINDLER LIFTS (PTY) LTD
(REGISTRATION NO [REDACTED])**

Contract No DP6916Q/2021/22

PREAMBLE

WHEREAS Devation DP6916Q/2021/22 was awarded to Schindler Lifts (Pty) Ltd, in line with City Manager's resolution CM 05/11/21 dated 22 November 2021 for the repairs and maintenance of the lifts at Cape Town Civic Centre, for the period for 1 July 2022 – 30 June 2032.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)** ("GCC"), read with the Contract Specific Data ("SCC") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **City manager or his nominee** duly authorised hereto;
- 1.2. **Schindler Lifts (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED], with its principal place of business situated at [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as regional Manager;

hereinafter jointly referred to as each a "Parties" and in singular, a "Party" and.

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the SCC;



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- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from the Date of Commencement.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the 01 July 2022 and shall terminate on 30 June 2032.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 5: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR



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- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SCOPE OF WORK**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.



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PART C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. [REDACTED] THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

The tenderer, 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.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer 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 completed Schedules of Rates (excluding VAT) for the region tendered for, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) [REDACTED]

Name(s) [REDACTED]

Capacity Regional Manager C.T.

for the tenderer

(Name of organization/tenderer) Schindler Lifts (SA) Pty Ltd.

(Address of organization/tenderer) [REDACTED]

Name and signature of witness [REDACTED]

Date [REDACTED]

For official use.

INITIALS OF CITY OFFICIALS AT TENDER OPENING

1.	2.	3.
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FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER NO: DP6916Q/2021/22: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Contractor's offer in respect of the region(s) awarded to the Contractor. In consideration thereof, the Employer shall pay the contractor any amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the Contractor's offer shall form an agreement between the Employer and the Contractor 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:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 4 above;
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- 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 as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Contractor 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 Contractor shall within two weeks after 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.

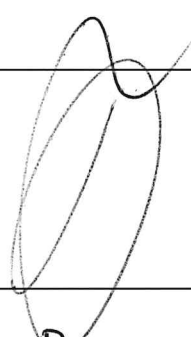
Notwithstanding anything contained herein, this agreement comes into effect on 01 July 2022. The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.



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TENDER NO: DP6916Q/2021/22: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

The Parties	Employer	Supplier
Business Name	City of Cape Town	Schindler Lifts (sh)(Pty) Ltd.
Business Registration		
Tax number (VAT)		
Physical Address	Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001	[REDACTED]
Accepted contract sum including tax	Rates Based	
Accepted contract duration	10 years, not exceeding 30 June 2032.	
Signed - who by signature hereto warrants authority	 Digitally signed by [REDACTED] Date: 2022.09.13 10:41:05 +02'00'	
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date		
Signed: Location	Civic Centre	Schindler milnerton.
Signed: Witness	[REDACTED]	
Name of Witness	[REDACTED]	[REDACTED]



FORM OF OFFER AND ACCEPTANCE (Continued)

**TENDER NO: DP6916Q/2021/22: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE
TOWN CIVIC CENTRE**

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the Contract.

1 Subject NONE

Details NONE
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By the duly authorised representatives signing this agreement, the employer and the tenderer 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 tenderer 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 tenderer of 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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PART C1.2: GENERAL CONDITIONS OF CONTRACT

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' regional offices. Please consult the JBCC webpage on www.jbcc.co.za for contact details of these members.

The pro forma "JBCC Principal Agreement Contract Data" as defined in clause 1 of the conditions of contract as prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

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The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance
- b) the Contract Data
- c) JBCC Principal Building Agreement Edition as stated herein
- d) the Drawings
- e) the Scope of Work
- f) the Pricing Data
- g) the Model Preambles for Trades.

A handwritten signature, possibly reading 'AW', is written in dark ink. It consists of several overlapping loops and a final horizontal stroke.

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PART C1.3: PARTICULAR CONDITIONS OF CONTRACT

The Particular Conditions are:

PRINCIPAL BUILDING AGREEMENT Contract Data

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	
Reference number	
Work Description	The procedures for the allocation of Works Projects, given below, are to be read in conjunction with clause Part T1.2 Tender Data and in the Contract Data. These procedures include the development of a Works Project contract document, applying the tendered rates in order to arrive at a financial offer, receiving the contractor's Works Project contract document, and allocating the Works Project to the contractor, on a "winner-takes-all" basis as follows: "whereby the work will always be offered and, if accepted, allocated to, the highest ranked tenderer ("the winner") in the framework contracts for that region, and only if he refuses (or if his offer is non-responsive) will the work be offered to the next highest ranked tenderer". In terms of the foregoing, "the contractor" in the procedures below is the contractor under consideration (starting with "the winner") for allocation of the Works Project. The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall Stage 1: Employer prepares Works Project contract document and prices bills of quantities using the contractor's rates for the region a) select a Work Area within the region for the execution of the Works Project;

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- b) prepare a Works Project contract document, including Bills of Quantities and Scope Work therein; and
- c) compile priced bills of quantities for the contractor appointed to the region, using his framework contract rates;

Stage 2: Contractor collects copy of Works Project contract document and attends a Works Project meeting

- d) make available to the contractor a copy of the Works Project contract document with the Bills of Quantities priced by the Employer;
- e) simultaneously, invite the contractor to attend a compulsory Works Project meeting;
- f) conduct the Works Project meeting, including discussing any issues the contractor may have (this may result in changes being made to the Works Project contract document and it being re-issued); and
- g) receive any Refusal Notice from the contractor timeously after the meeting;

Stage 3: Contractor submits completed Works Project contract document and Employer allocates Works Project

- h) if the contractor who attended the Works Project meeting did not submit a refusal notice, request him to complete the Returnable Schedules, Form of Offer, Works Project Acceptance/Refusal Notice, etc. in the Works Project contract document and submit the completed document to the Employer; and
- i) test submission for completeness and allocate the Works Project to the contractor or, if his offer is non-responsive, repeat the processes in h) and i) with the contractor on the standby panel with the next highest ranking.
- j) Further details of the procedures under the above stages are given below.

Stage 1

As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, *inter alia*, the nature, location(s), extent, scope of work, proposed programme and contract period for the

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	work required, in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work. In the Bills of Quantities, the Employer shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the framework contract rates to constitute amounts that will be totalled to provide a financial offer for the contractor for this specific Works Project. Stage 2 The Employer shall invite the contractor under consideration in the particular region to attend a compulsory Works Project meeting at a time and venue disclosed in writing by the Employer. The Employer shall issue the invitation three (3) working days prior to the meeting date, and simultaneously make available to the contractor his individually priced Works Project contract document.
	The Employer shall conduct the compulsory Works Project meeting on the date specified. The purpose of this meeting is to inform the contractor of the Scope of Work required in the Works Project. The meeting shall furthermore serve to answer any queries the contractor may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued as in f) above). A contractor who fails to attend the compulsory Works Project meeting will be excluded from further participation in the Works Project allocation process. Included in the Works Project contract document is a Works Project Acceptance/Refusal Notice requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/h

	not the necessary resources, available to complete the work within the required Works Project contract period should he be allocated the work). The contractor who refuses will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email, to the Employer within five (5) working days after the compulsory Works Project meeting. Stage 3 The Works Project contract document shall be completed, signed and returned by the contractor to the Principal agent's offices no later than five (5) working days after the date of the compulsory Works Project meeting or after receipt thereof if changes thereto were required (refer to f) above). The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document. The submission of a fully completed and signed Works Project contract document is mandatory for the contractor who accepts, and the contractor may be requested by the Employer to complete and/or sign his submission, if necessary, should he have not already done so.. A contractor whose offer is non-responsive, or who failed to return the completed, signed Works Project contract document (the offer) within the time stated herein, will be excluded from further participation in the Works Project allocation process. Acceptance of the contractor's offer takes place on the date the contractor (now Contractor in terms of the Contract) receives the City of Cape Town's official purchase order, such date being the Commencement Date of the Works Project contract. Each Works Project shall be in the value range of above R0 up to R3 500 000 (including
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	contingencies and VAT, but excluding contract price adjustment, if applicable).
	Working days for these procedures are Mondays to Fridays.

A2.0 Site [1.1]

Erf / stand number	The sites are located throughout the municipal area of the City of Cape Town as defined in each Works Project
Township / Suburb	As defined in the Works Project Document
Site address	As defined in the Works Project Document
Local authority	As defined in the Works Project Document

A 3.0 Employer [1.1]

Name	The Director: Implementing FACILITIES MANAGEMENT		
Legal entity of above	City of Cape Town	Contact person	Acting Director: [REDACTED]
Business registration number		Telephone number	[REDACTED] [REDACTED]
VAT /GST number		Mobile number	
Country		Email	[REDACTED] [REDACTED]@capetown.gov.za
Postal Address	PO Box 4518, Cape Town		
		Postal Code	
Physical Address	Civic Centre, 12 Hertzog Boulevard Cape Town		
		Postal Code	

A 4.0 Principal Agent [1.1]

Name	[REDACTED]
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Legal entity of above	City of Cape Town	Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	capetown.gov.za
Postal Address		Postal Code	
Physical Address	Civic Centre, 12 Hertzog Boulevard Cape Town		
		Postal Code	



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A 5.0 **Agent**
[1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 6.0 **Agent**
[1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 7.0 **Agent**
[1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

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A 8.0 Agent
[1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	



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A 9.0 **Agent**

Discipline	
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[1.1; 6.2]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 10.0 **Agent**

Discipline	
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[1.1; 6.2]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 11.0 **Agent**

Discipline	
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[1.1; 6.2]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

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A 12.0 Discipline

Agent [1.1;
6.2]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	



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B CONTRACT DATA**B 1.0 Definitions [1.1]**

Bills of quantities: System/ Method of measurement	Latest edition of Standard System for Measurement of Building Work in South Africa
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost	2

Documents comprising the agreement	Notes
Agreement	See Definition
Priced Document	See Definition
Contract Drawings	See below

Contract drawings – description	Number	Revision	Date

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NOTE: If insufficient space, please see annexure: -	
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B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent [6.1, 6.2] Delegations to other agents will be confirmed in writing during contract execution [6.2]

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]

B 6.0 Design Responsibility [7.0]

[7.1]	Description of elements of the works for which the contractor is responsible	1 2 3 4 5 6 7 8
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[7.2]	Description of elements of the works for which subcontractors are responsible	12 3 4 5 6 7 8
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B 7.0 Insurances [10.0] and Securities [11.0]

Insurances [10.0]

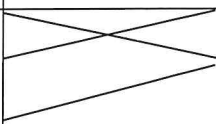
Insurances by employer			Amount including tax	Deductible amount including tax
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurance [10.1.5]				
Yes/ no?		If yes, description 1		
Yes/ no?		If yes, description 2		

and/ or

Insurances by contractor		Amount including tax	Deductible amount including tax
			R20'000
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)	R1 – R 3.5M for each Works Project	
or	Works with practical completion in sections [10.2] (contract sum or amount)	To be determined for each Works Project	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To be determined for each Works Project	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	To be determined for each Works Project	
	Free issue [10.1.1; 10.2] where applicable, to be	To be determined for each	

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	included in the contract works insurance		Works Project	
	Escalation, professional fees and reinstatement costs if not included above		25% of insured value	
Total of the above contract insurance amount				
Supplementary insurance [10.1.2]			To be determined for each Works Project	R20'000
Public liability insurance [10.1.3]			R20 million	R20'000
Removal of lateral support insurance [10.1.4]			To be determined for each Works Project	R20'000
Other insurance [10.1.5]:				
Yes/ no?	Yes	See 10.1.5 to 10.1.8 of Contract Data	To be determined by Contractor	To be determined by Contractor
Yes/ no?		If yes, description 2		



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Securities [11.0]

Guarantee for Construction [11.1]

Securities provided by contractor	Percentage
Value of Fixed Guarantee for Construction [11.1, 11.1.2]	R (5%)

B 8.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/ no?	Yes
If yes, description	All work to be carried out in/on premises that are occupied. The contractor to take this into account in compiling work schedules and Health and Safety procedures for each Works Project		
Restriction of working hours [12.1.2]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Supply of free issue [12.1.10]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Documents to be submitted / complied with by the contractor before possession of the site can be given [12.1.14]			
- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) - Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act - Signed Health and Safety Agreement together with FACILITIES MANAGEMENT of Labour approvals as required			

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B 9.0 Nominated subcontractors [14.0]

Specialisation 1	Will be identified in each Works Project
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Direct contractors [16.0]

Extent of work [12.1.11]	Will be identified in each Works Project
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	Will be identified in each Works Project
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section	Remainder of works

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B 12.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	Within 5 days of receipt of contractual documentation [10.3, 11.1, 12.1.14]	5 days	As stated for each Works Project	R 1000.00

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the section [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
Section 1	Within 5 days of receipt of contractual documentation [10.3, 11.1, 12.1.14]	5 days	As stated for each Works Project	R 1000.00
Section 2				
Section 3				
Section 4				

Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion
Will be identified in each Works Project Document, but in general In each section by the due date all finishes and services must be commissioned and ready for final tenant installation. In Cash Offices no outstanding defects may be present as the contractor will not be allowed access into these areas once operations have commenced. All operating manuals, as built drawings, guarantees, etc. must be provided. An occupational certificate must be provided. Will be identified in each Works Project Document

B 13.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
Method to calculate	Scheduled rates will be fixed for the first year of the contract period and will be adjusted once in month 12 with the base month being the month prior to the tender closing date and the current month being the 10th month of the contract based on Contract Price Adjustment Provisions		

	(CPAP) using STATS SA Statistical Release P0151
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25.12	Payment Reduction up to date of practical completion	%	
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25.12	Payment Reduction after date of practical completion	%	
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25.12	Payment Reduction after date of final completion	%	0%
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B 14.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	
Applicable rules for adjudication [30.6.2]	



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B 15.0 JBCC General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes / no?	No	
Availability of construction information [P2.3]		Yes / no?		
Previous work – dimensional accuracy – details of previous contract(s) [P3.1]		Will be identified in each Works Project		
Previous work – defects – details of previous contract(s) [P3.2]		Will be identified in each Works Project		
Inspection of adjoining properties – details [P3.3]		Will be identified in each Works Project		
Handover of site in stages – specific requirements [P4.1]		Will be identified in each Works Project		
Enclosure of the works – specific requirements [P4.2]		Will be identified in each Works Project		
Geotechnical and other investigations – specific requirements [P4.3]		Will be identified in each Works Project		
Existing premises occupied – details [P4.5]		Will be identified in each Works Project		
Services – known – specific requirements [P4.6]		Will be identified in each Works Project but typically costs will be for the Contractor's account		
Water [P8.1]	By contractor	Yes/no?		
	By employer	Yes/no?	Yes	
	By employer - metered	Yes/no?		
Electricity [P8.2]	By contractor	Yes/no?		
	By employer	Yes/no?	Yes	
	By employer - metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?		
	By employer	Yes/no?	Yes	
Communication facilities – specific requirements [P8.4]		Will be identified in each Works Project		
Protection of the works – specific requirements [P11.1]		Will be identified in each Works Project		



Protection / isolation of existing works and works occupied in sections – specific requirements [P11.2]	Will be identified in each Works Project
Disturbance – specific requirements [P11.5]	Will be identified in each Works Project
Environmental disturbance – specific requirements [P11.6]	Will be identified in each Works Project



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