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## PART C1: AGREEMENT & CONTRACT DATA

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## C1.1 FORM OF OFFER AND ACCEPTANCE

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**C1.1 FORM OF OFFER AND ACCEPTANCE**

<b>Project title:</b>	<b>INVITATION FOR AN OPEN TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR REPAIR, REMEDIAL AND RESTORATION WORK TO THE EXISTING RAMPART BUILDINGS AND SURROUNDING WALLS AT THE OLD FORT, CONSTITUTION HILL</b>		
<b>Bid no:</b>		<b>Site Reference No.:</b>	

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender for the appointment of a contractor for Repair, Remedial and Restoration work to the existing Rampart Buildings and Surrounding Walls at the Old Fort, Constitution Hill**

**STAMP**

The Bidder, identified in the Offer signature block below, 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 Bidder, deemed to be duly authorized, 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 VALUE ADDED TAX IS:**

<b>Rand (in words):</b>	
<b>Rand(in figures):</b>	R

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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.



**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out which is not applicable)

Company or Close Corporation:  
 .....  
 .....  
 And: whose Registration Number is:  
 .....  
 And: Whose Income Tax Reference Number is:  
 .....

OR

Natural Person or Partnership:  
 .....  
 .....  
 Whose Identity Number(s) is/are:  
 .....  
 .....  
 Whose Income Tax Reference Number is/are:  
 .....

**AND WHO IS** (if applicable):

Trading under the name and style of:  
 .....

**AND WHO IS:**

Represented herein, and who is authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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**SIGNED FOR THE BIDDER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

The Offer is in respect of: (Please indicate with "X" in the appropriate block)

The official documents.....	<input type="checkbox"/>	(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)
The official alternative.....	<input type="checkbox"/>	
Own alternative (only if documentation makes provision therefore)	<input type="checkbox"/>	



## ACCEPTANCE

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By signing 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 T1            Tendering Procedures
- Part T2            Returnable Documents
- Part C1            Agreements and Contract Data, (which includes this Agreement)
- Part C2            Pricing Data
- Part C3            Scope of Work and drawings, specifications and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a letter of acceptance, 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, 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.



**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	<b>Gauteng Growth and Development Agency (GGDA)</b>
<b>Address of Organisation:</b>	Gauteng Growth and Development Agency (GGDA) 124 Main Street Marshalltown 2001 Gauteng province Telephone: +27(11) 085 2400

**WITNESSED BY:**

Name of witness	Signature	Date

## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

<b>4.1 Subject:</b>
Detail:

<b>4.2 Subject:</b>
Detail:

<b>4.3 Subject:</b>
Detail:

<b>4.4 Subject:</b>
Detail:

<b>4.5 Subject:</b>
Detail:

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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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 Bidder 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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## C1.2 CONTRACT DATA

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## **C1.2.1 GENERAL CONDITIONS OF CONTRACT**

### **CONTRACT DATA REPAIR, REMEDIAL AND RESTORATION WORK TO THE EXISTING RAMPART BUILDINGS AND SURROUNDING WALLS AT THE OLD FORT, CONSTITUTION HILL**

#### **CONDITIONS OF CONTRACT**

The JBCC Edition 6.2 Principal Building Agreement, published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

### C1.2.2 Contract-specific Data

The following contract specific data, referring to the JBCC Principal Agreement Edition 6.2 May 2018, are applicable to this Contract:

<b>Project title:</b>	<b>INVITATION FOR AN OPEN TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR REPAIR, REMEDIAL AND RESTORATION WORK TO THE EXISTING RAMPART BUILDINGS AND SURROUNDING WALLS AT THE OLD FORT, CONSTITUTION HILL</b>		
<b>Bid no:</b>	<b>GGDA/14/2024-25/RAMPARTS</b>	<b>Site Reference</b>	11 Kotze Street, Braamfontein
	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>		
	<p><b>CONTRACT SPECIFIC DATA</b> The following contract specific data are applicable to this contract:</p>		
	<p><b>CONTRACT VARIABLES</b> The Principal Building Agreement Contract Data contains all variables referred to in this document. The Employer or his Agent need to complete section A-Tender Information, B-Contract Data, C-Tender Closing in full and include it in the Bid documents. Section D-Tenderer's Selection must be left blank by the Employer or his Agent for the Contractor to fill in. The Contract Data categories form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [ ] brackets.</p> <p><b>The Principal Agent, in accordance with Clause 1.1, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 6.2.</b></p>		

**Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:**

**A - TENDER INFORMATION**

**A1 Project Name**  
**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR REPAIR, REMEDIAL AND RESTORATION WORK TO THE EXISTING RAMPART BUILDINGS AND SURROUNDING WALLS AT THE OLD FORT, CONSTITUTION HILL**

**A2 Works Description**  
**GENERAL BUILDING WORKS WITH SPECIALISED SERVICES INCLUDING ALL SUPPORTING SERVICES**

**A3 Site Description**  
**Erf No/Township Land Parcel A, Constitution Hill Precinct**  
**Local Authority City of Johannesburg Metropolitan Municipality**  
**Street Address 11 Kotze Street, Braamfontein**

**A4 CONTRACTING AND OTHER PARTIES**

**[1.1] Employer: Gauteng Growth and Development Agency (GGDA)**

Postal address:  
**124 Main Street  
 Marshalltown  
 Johannesburg  
 2107**

Practice Registration Number:

**2003/021743/07**

VAT No.:

**N/A**

Contact Person:

**Supply Chain Management**

Email:

**tenders@ggda.co.za**

**[2.4] Registered street address:**  
**124 Main Street  
 Marshalltown  
 Johannesburg  
 2107**



GAUTENG GROWTH AND DEVELOPMENT AGENCY

<b>A5</b>	<b>PRINCIPAL AGENT</b>
[6.1]	<p><b>Principal Agent</b>          The Principal Agent referred to in the Agreement.          The Principal Agent address for receipt of communications is:          Name <b>Indyebo Engineering Group</b>          Physical address: 224 Jean Avenue          Centurion          0157</p>
<b>A6</b>	
[6.2]	<p><b>Agent (1)</b>          Architect &amp; Heritage Consultant          Name <b>Mayat Hart Architects &amp; Heritage Consultants</b>          Physical address: First Floor/124 Ivy Road          Norwood          1685</p>
[6.2]	<p><b>Agent (2)</b>          Quantity Surveyors          Name <b>Indyebo Engineering Group</b>          Physical address: 224 Jean Avenue          Centurion          0157</p>
[6.2]	<p><b>Agent (3)</b>          Civil &amp; Structural,          Name <b>Indyebo Engineering Group</b>          Physical address: 224 Jean Avenue          Centurion          0157</p>
[6.2]	<p><b>Agent (4)</b>          OHS Consultant          Name <b>Indyebo Engineering Group</b>          Physical address: 224 Jean Avenue          Centurion          0157</p>

<b>B – CONTRACT DATA</b>				
<b>2.0</b>	Clause references apply to the JBCC Principal Building Agreement Edition 6.2 (PBA) published May 2018. Only clauses in the PBA requiring the provisions of information, indicated as [CD], are quoted below.			
[2.1]				
[25.15]				
	<b>Law, regulations and notices:</b>			
	The law applicable to this agreement:	<b>South Africa</b>		
<b>5.0</b>	<b>Contract documents:</b>			
[5.1]	Signed contract documents held by the principal agent, or:		Employer	
[5.5]	Number of copies of documents issued free to the contractor:		3 (Three)	<i>Number of copies</i>
	<b>Priced document</b>			
	Lump sum priced document:	<input type="checkbox"/> No <input type="checkbox"/> Yes or No	Priced Bill of Quantities:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	System method of measurement	<b>Standard System of Measuring Builders Work (6th Edition)</b>		
	<b>Contract Documents comprising:</b>			
	<i>Description</i>		<i>Marked</i>	<i>Notes</i>
	<b>JBCC Principal Building Agreement - Ed 6.2 (May 2018)</b>		<b>A</b>	
	<b>JBCC PBA Contract Data - Ed 6.2 (May 2018)</b>		<b>B</b>	
	<b>[Any documents that form part of Contract Document]</b>		<b>C</b>	
	<i>Note: If insufficient space, please see annexure:</i>			
<b>6.0</b>	<b>Employer's agents</b>			
[6.3]	Description of interest of agents in the project other than professional services, if applicable:			<b>N/A</b>
<b>10.0</b>	<b>Insurances</b>			
		<i>Obligation</i>	<i>Currency</i>	<i>Insured amount</i>
	By the employer in the joint names of the parties, yes/no?	No		
	Contract Works Insurance (CWI) (including materials and goods, temporary works)			<i>not applicable</i>
	Public Liability Insurance (each and every claim OR unlimited / value)			<i>not applicable</i>
	Supplementary Insurance (incl. CWI extensions)			<i>not applicable</i>
	Removal of Lateral Support			<i>not applicable</i>
	Other:			<i>not applicable</i>
<b>OR</b>	By the contractor in the joint names of the parties, yes/no?	Yes		
	Contract Works Insurance (CWI) (including materials and goods, temporary works)	<i>Contractor</i>	<b>ZAR</b>	<i>10% of Contract Sum</i>

	Public Liability Insurance (each and every claim OR unlimited for the period)	Contractor	ZAR	5 Million
	Supplementary Insurance (incl CWI extensions)	Contractor	ZAR	Contract Sum + 10%
	Other:	Contractor	ZAR	TBC
<b>11.0</b>	<b>Security</b>			
[11.1.1 to 5]	The contractor shall provide a Guarantee for Construction to the employer>D11.2-3			Yes
<b>12.0</b>	<b>Duties of parties</b>			
[9.2.7]	Alterations and additions to existing premises?		Yes	
[12.1.2]	Premises occupied - yes/no? Identify area?		Yes	
[12.1.3]	Relevant natural features to be retained / relocated / removed		Yes	
[12.1.4]	Areas the contractor may not occupy?		To be pointed out on site	
[12.1.5]	Utilities connection – location		Existing to be pointed out on site	
[12.1.6]	Statutory and/or other notices to be complied with by the contractor before possession of site can be given		Construction Permit issued by DoL & SAHRA	
[12.1.7]	Possession of the site - intended date		To be determined	
	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (2.1; 12.2.2-3; 12.2.5-6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.			
[12.1.12]	Description of free issue by employer (attach separate page for multiple items)		N/A	

<b>14.0</b>	<b>Nominated/Selected subcontractors</b>			
[14.1.4]	Specialization:	Heritage contractor to be subcontracted, work package to be finalized with Principal Agent		
	<i>Note: If insufficient space, please see annexure:</i>			
<b>16.0</b>	<b>Direct subcontractors</b>			
	Employer to define extent of work by a direct contractor [12.1.2]			
[16.1]	Specialization:	N/A		
	<i>Note: If insufficient space, please see annexure:</i>			
<b>19.0 / 20.0 / 24.0</b>	<b>Practical completion / penalty for late completion</b>			
	The Practical Completion date is:	TBC (time measured from the Commencement date.)		
		Inspection	Date for practical	Penalty amount / day

			days	completion	n a l t y c u r r e n c y	
	Practical Completion of the <b>works</b> as a whole:		<b>8</b>	<b>6 Months from Site Handover</b>	<b>Z A R</b>	<b>R 2 000.00/day</b>
	OR (only 1 option can apply)					
[19/20/24]	Practical Completion of the <b>works</b> in sections: 1		<b>N/A</b>	<b>N/A</b>	<b>Z A R</b>	<b>R 2 000.00/day</b>
[19/20/24]	Practical Completion of the <b>works</b> in sections: 2		<b>N/A</b>	<b>N/A</b>	<b>Z A R</b>	<b>R 2 000.00/day</b>
[21.1]	The defects liability period is: (Shall commence on the calendar day following the date for Practical completion and end at midnight, of the period indicated below, from the date of Practical Completion.)					12 Months for Civil works 90 Calendar Days for Building Works
[22]	<b>Latent Defect Period</b> The latent defect period is:					5 years after the Final Completion certificate. (clause 22)
	<b>Documentation required before Commencement of the Works</b>					
[12.2.2 to 12.2.6]	The time to submit the documentation required before commencement with Works execution is: <b>10 calendar days</b>					
[12.2]	The documentation required before commencement with the Works execution are;					
[2.1]	Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.				
[12.2.6]	Initial Programme	The Contractor shall deliver his programmed of work within 15 working days after notice from the Principal Agent, after to the Commencement Date.				
[12.2.3]	Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.				



GAUTENG GROWTH AND DEVELOPMENT AGENCY

[12.2.5]	Insurance	The Contractor shall deliver his insurance for the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	Cash flow by contractor	The Contractor shall deliver his cash flow projections for the Works within 30 calendar days after the Commencement Date.	
[12.2.2]	Priced Bill of Quantity	The Contractor shall deliver his Balanced Priced Bill of Quantities within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	Other requirements		
	Other requirements		
	<i>Note: If insufficient space, please see annexure:</i>		N/A
<b>19.0</b>	<b>Practical Completion</b>		
[19.1.1]	Items that do not have to be complete to achieve practical completion		
	N/A		
	<i>Note: If insufficient space, please see annexure:</i>		N/A
[19.1.1]	Criteria to achieve practical completion (the BoQ may contain a more detailed description)		
	Per specification		
	<i>Note: If insufficient space, please see annexure:</i>		N/A
<b>25.0</b>	<b>Payment</b>		
[25.0]	Currency:	<b>ZAR</b>	<b>South African Rand</b>
[25.2]	Issue of regular payment certificates on	<b>24<sup>th</sup></b>	<i>day of the month</i>
[25.3.2]	Materials and goods off site - paid subject to	<b>N/A</b>	
[25.3.4]		<b>Guarantee for Advance Payment provided?</b>	
	Contract price adjustment provisions	<b>N/A</b>	
[[26.9.5]	Base Month (If Applicable)	<b>Not Applicable</b>	
	Alternative Indices:	<b>Not Applicable</b>	



	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the P0151 indices published by Statistics South Africa as set out in the Contract Price Adjustment Provisions (CPAP) Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</p>	
	1	Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2	All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3	Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.
	<p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p>	
	<p>Note: If insufficient space, please see annexure:</p>	
		N/A
<b>30.0</b>	<b>Dispute Resolution</b>	
[30.6.1]	Alternative Dispute Resolution nominating body	<b>Association of Arbitrators (South Africa)</b>

[1.1]	<p><b>Changes made to JBCC documentation.</b>  <b>The following definitions have been amended or added to this agreement.</b></p>	
	<p>ADVERSE WEATHER CONDITIONS - in clause 23.1.1 means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (<a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a>) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p>	
	<p>COMMENCEMENT DATE – means the date of possession of the site by the contractor (site handover) which shall not occur before the Bidder have fully complied with submitting documents required in terms of clause 12.2.2 to 12.2.6 and when the Bidder can receive one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p>	
	<p>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document, including the Changes made to JBCC documentation (if any)</p> <p>The agreement (“this document”) consists of;</p> <ol style="list-style-type: none"> <li>1. Agreement and Conditions of Contract.</li> <li>2. Form of Offer and Acceptance including the Changes made to JBCC documentation.</li> <li>3. Contract Data.</li> <li>4. Scope of Works.</li> <li>5. Site Information.</li> <li>6. Drawings &amp; documents referred to in the 1 to 5 above.</li> </ol> <p>(See Form of Offer and Acceptance)</p>	

	<p><b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p>
	<p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder and includes collusive practice among Bidders (prior to or after the Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.</p>
	<p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <ul style="list-style-type: none"> <li>a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</li> <li>b) in respect of interest owed to the Employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.</li> </ul>
	<p><b>PREFERRED PARTY</b> - means a responsive Bidder, who scored the most preferential points and receives notification from the employer to provide the documentation as stated in the contract data, within the period stated in the contract data, prior to the site hand over and commencement of the project.</p>
	<p><b>PRINCIPAL AGENT</b> – means the person or entity appointed by the Employer and named in the contract data. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the Employer as named in the contract data.</p>
	<p>Clause 6.1 should be amended to include the following addition to the first sentence "except in clauses 23.7 and 23.8; 26.7 and 26.12 in terms of which the Employer has retained its authority and has not given a mandate to the principal agent and in terms of which the Employer shall make all decisions and sign all documents."</p>
	<p>Clause 10.2 and 10.10 - Replace the word "employer" with the word "contractor".</p>
	<p>Delete clause 11.4.1 and 11.4.2</p>
	<p>Delete clause 11.5</p>
	<p>Delete clause 11.10</p>
	<p>Delete clause 12.1</p>
	<p>Add to clause 12.2.13 "The contractor shall supply, at his own cost, and keep an original of the JBCC Principal Building Agreement (Edition 6.2) and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times."</p>
	<p>Amend clause 21.6 as follows "The 90 calendar days are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work." - see Practical completion / penalty for late completion above for periods.</p>



GAUTENG GROWTH AND DEVELOPMENT AGENCY

	Delete clause 25.12.3
	Add the following clauses to clause 27.2;
	<ul style="list-style-type: none"> <li>i) clause 27.2.11 - "the contractor's failure or neglect to commence with the works on the dates prescribed in the contract."</li> <li>ii) clause 27.2.12 - "the contractor's failure or neglect to proceed with the works in terms of the contract."</li> <li>iii) clause 27.2.13 - "the contractor's failure or neglect for any reason to complete the works in accordance with the contract."</li> <li>iv) clause 27.2.14 - "the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract."</li> <li>v) clause 27.2.15 - "the contractor's estate being sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa."</li> </ul>
	Delete clause 28.1.1
	Delete clauses 29.14.1
	Delete clause 29.17.6
	Delete clause 29.24
	Clause 21.1 and 21.6 - The "90 calendar days" are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work.

**C - BID CLOSING**

	Bid closing: <input style="width: 150px; height: 25px;" type="text" value="18&lt;sup&gt;TH&lt;/sup&gt; OCTOBER 2024"/> <i>date</i> Bid closing: time <input style="width: 80px; height: 25px;" type="text" value="11H00"/> <i>time</i>
	Bid closing place: <b>Gauteng Growth and Development Agency (GGDA)</b>
	Submission address <b>Main Reception, Ground Floor 124 Main Street Marshalltown Johannesburg 2107</b>
	Email address <b>N/A</b>
	Delivered in electronic format? <input style="width: 40px; height: 25px;" type="text" value="no"/> <i>yes / no</i> Alternative offer considered? <input style="width: 40px; height: 25px;" type="text" value="no"/> <i>yes / no</i>
	Only if original bid submitted <input style="width: 40px; height: 25px;" type="text" value="no"/> <i>yes / no</i>

**D - BIDDER'S SELECTION (To be completed by the bidder)**

<b>11.0</b>	<b>Securities</b>			
		<i>Obligation</i>		
[11.1.2]	Guarantee for Construction (variable)	If specified, contractor's choice	<input type="checkbox"/>	yes / no
[11.1.3]	or Guarantee for Construction (fixed)	If specified, contractor's choice	<input type="checkbox"/>	yes / no
	or			
	i) cash deposit of 10 % of the Contract Price		<input type="checkbox"/>	yes / no
	ii) bank or insurance Performance Guarantee of 10 % of the Contract Price		<input type="checkbox"/>	yes / no
	iii) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)		<input type="checkbox"/>	yes / no
	iv) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)		<input type="checkbox"/>	yes / no
	v) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)		<input type="checkbox"/>	yes / no
	<b>Note:</b> The Contractor to ensure that the guarantee is valid at all times, in terms of the Agreement with the Employer			
[11.1.4]	Guarantee for Advance Payment	Provided by contractor	<input type="checkbox" value="n/a"/>	yes / no
	(where the contractor requests the employer to pay an advance for materials and goods)			
	Purpose	<input type="text"/>	<input type="text"/>	Currency
			<input type="text"/>	Amount
[11.4]	Guarantee for Payment	Provided by the employer	<input type="checkbox" value="no"/>	yes / no
			<input type="checkbox" value="n/a"/>	Currency
			<input type="checkbox" value="n/a"/>	Amount
<b>19.0</b>	<b>Contractor's holiday periods during the construction period?</b>			
	Contractor's annual holiday period - year 1	from	<input type="text" value="16 Dec 2024"/>	until
				<input type="text" value="January 2025"/>
	<i>Note: If insufficient space, please see annexure:</i>			
<b>26.0</b>	<b>Payment / Adjustment of Preliminaries</b>			
	<b>Payment of Preliminaries</b>			
<b>Option A</b>	Assessed by Principal Agent, an amount pro-rated to the value of the works executed in the same ratio as the Preliminaries to the Contract Sum, (including tax); shall exclude the amount of preliminaries, all Contingency Sum(s) and any allowance for CPAP		<input type="checkbox" value="Yes"/>	yes / no
	or			
<b>Option B</b>	An amount agreed by the Principal Agent and the contractor in terms of the Bills of Quantities or the priced document to identify an initial establishment charge / a monthly charge / and a final dis-establishment charge		<input type="checkbox"/>	yes / no
	Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply			

<b>Adjustment of Preliminaries [26.9.4]</b>	
<b>Option A</b>	<p>For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied.</li> <li>- An amount varied in proportion to the contract value as compared to the Contract Sum.</li> <li>- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.</li> </ul> <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within 10 Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p style="padding-left: 40px;">10% of the amount shall not be varied</p> <p style="padding-left: 40px;">15% varied in proportion of the Contract Value to the Contract Sum <input type="checkbox"/> yes / no</p> <p style="padding-left: 40px;">75% varied in proportion to the revised Construction Period compared with the initial Construction Period.</p>
<b>Option B</b>	<p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.</p> <p><i>or</i></p> <p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. <input type="checkbox"/> yes / no</p> <p>Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The tender shall remain in full legal force for forty-five (45) 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.</li> <li>3. The lowest or any offer will not necessarily be accepted by the Employer - nor need reasons</li> </ol>



GAUTENG GROWTH AND DEVELOPMENT AGENCY

- be given for such a decision.
4. Any provision in this agreement that may confer any benefit or right in favour of any Sub Contractor shall be binding on the parties and be capable of acceptance by such Sub Contractor at any time.
5. Annexures marked as;

A	
B	
C	

**TENDER SUM COMPILATION**

Tenderer's work excluding tax		<i>Currency</i> <b>ZAR</b>	<i>Amount</i> <input type="text"/>
Tax 15% at percentage	<input type="text" value="15%"/>	<b>ZAR</b>	<i>Amount</i> <input type="text"/>
Total TENDER SUM inclusive of tax		<b>ZAR</b>	<i>Amount</i> <input type="text"/>

*Tender sum in words*

Waiver of the Contractors lien or right of continuing possession is required.

**SPECIAL CONDITIONS OF CONTRACT**

Duties and functions of the **Principal Agent** requiring the specific approval of the **Employer** BEFORE execution of any part of these duties are as follows:

- a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the **Principal Agent**, together with the **Principal Agent's** recommendations, to the **Employer** for determination. (see clauses 23.7 and 23.8).
- b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the **Contractor** UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the **Employer**.
- c) Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement** of the Works.
- d) Any notice of disagreement raised by the **Contractor** or written Dispute Notice given by the **Contractor** to the **Principal Agent** shall be submitted by the **Principal Agent**, together with the **Principal Agent's** recommendations, to the **Employer** for determination.

- e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the **Principal Agent**, to the **Employer** for final approval and signature. The certificates shall not be considered as officially issued until signed by the **Employer**.

**MANAGING PROJECT DURATION**

- a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own.

The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the Sub Contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.

- b) Activity-and total float shall belong to the Employer.
- c) The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, prior to the Commencement Date.(cl 12.2.6)

It is a condition of this contract that the Contractor submit to the Principal Agent a detailed CPM Programme which shall be to the approval of the Principal Agent. In this regard tenderers are advised to consult with the Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Principal Agent. Failure to submit the programme within the stipulated time may result in the Contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with adverse weather conditions and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

**ADVERSE WEATHER CONDITIONS AND CLAIMS FOR DELAYS IN PERFORMANCE**

- a) The Contract Sum includes a monthly allowance of 3 working days for adverse weather conditions during which rainfall exceeds 10mm per day for the months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.

b) Claims for delays in performance due to adverse weather conditions shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:

- i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
- ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified, in terms of clause 23.4.2 of the JBCC PBA Ed 6.2, when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
  - 1 The stoppage claimed must cause a delay in the practical completion of work. If the critical activities can proceed and a non-critical activity is delayed due to adverse weather conditions, no claims for delay shall be granted.
  - 2 No claims for stoppages less than 2(two) hours per day shall be considered.
  - 3 Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
  - 4 All claims shall be submitted in writing to the principal agent in terms of clause 23.5 of the JBCC PBA Ed 6.2.
  - 5 The total delay in performance granted to the Contractor expressed in days shall be added to the contractual completion date of each section of the works. The contractual penalty clause shall only come into effect after this newly arrived date.
  - 6 Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of working days. The total hours (including lunch) per working day shall be 10 unless otherwise indicated on the Contractor's programme.
  - 7 Where the programmed delays for adverse weather conditions exceed the actual delays incurred the completion date(s) will not be adjusted.
  - 8 Where the project includes builder' holidays the programmed durations for adverse weather conditions shall be adjusted pro-rate to the actual working days
  - 9 The total of all monthly delays due to adverse weather conditions shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
Estimated Extension of time - in Working Days							2

8  
hrs/day\*





**BIDDER'S DETAILS**

Name

Business  *eg: public company*

Business registration number  VAT No.

Contact person  Mobile

E-mail

Registered street address

Postal address  Code

Telephone  Fax

**SIGNATURES OF THE CONTRACTING PARTIES**

Thus done and signed at.....

on .....of.....20.....

\_\_\_\_\_  
Name of signatory for and behalf of the **Employer** who by signature hereof warrants authorization hereto.

\_\_\_\_\_  
Capacity of signatory as Witness.

Thus done and signed at.....

on .....of.....20.....



	Name of signatory _____	for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto.
	Capacity of signatory _____	as Witness.



**C1.3 GUARANTEE FOR CONSTRUCTION for use with JBCC Principal Building Agreement (Edition 6.2)**

Group Executive EPMO  
GAUTENG GROWTH AND DEVELOPMENT AGENCY (GGDA)  
124 Main Street  
Marshalltown  
Johannesburg  
2107

Dear Sir/Madam,

**GUARANTEE FOR CONSTRUCTION**  
For use with the JBCC Principal Building Agreement, Edition 6.2

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Guarantor's signatory: \_\_\_\_\_ Capacity \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

"Employer" means: Gauteng Growth and Development Agency (GGDA)

"Contractor" means: \_\_\_\_\_

"Principal Agent" means: New Earth Consulting

"Works" means: Repair, Remedial And Restoration Work To The Existing Rampart Buildings And Surrounding Walls At The Old Fort, Constitution Hill

"Site" means: Land Parcel A, 11 Kotze Street, Braamfontein

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

"Contract Sum" means: The accepted amount inclusive of tax of:

R \_\_\_\_\_

Amount in Words: \_\_\_\_\_

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** of Contract Sum

Amount in Words: \_\_\_\_\_

Security for Construction: (*Insert Fixed or Variable*) "Expiry Date" means: Practical Completion Date



**AGREEMENT DETAILS**

Sections: Total number / not applicable \_\_\_\_\_ Last  
Section \_\_\_\_\_

Principal Agent Issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

**1.0 GUARANTEE FOR CONSTRUCTION (Variable)**

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 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	PERIOD OF LIABILITY
<p>1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:</p> <p>R_____</p>	<p>From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum.</p>

Amount in words

<p>1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:</p> <p>R_____</p>	<p>From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections.</p>
---	---

Amount in words

<p>1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:</p> <p>R_____</p>	<p>From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections.</p>
--	--

Amount in words

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

R \_\_\_\_\_

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified.

Amount in words

1.2 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 Security validity

**2.0 GUARANTEE FOR CONSTRUCTION (Fixed)**

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the amount of them Guaranteed Sum as follows:--

**GUARANTOR’S LIABILITY**

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

R \_\_\_\_\_

**PERIOD OF LIABILITY**

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, where after this Guarantee for Construction shall expire.

Amount in words

3.0 The GUARANTOR acknowledges that;

3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under the Performance Guarantee is restricted to the payment of money.

3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor’s maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 4.1 to 4.3:--

4.1 A copy of a first written demand notice 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.

4.2 A first written demand notice 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 issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.

4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.

- 5.0 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 notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:--
- 5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payment 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.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.
- 8.0 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 notice to the Guarantor.
- 9.0 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 Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security.
- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee for Construction, 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.
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.

Signed at	Date
Guarantor's signatory (1)	Capacity
Guarantor's signatory (2)	Capacity





Witness signatory (1)

Witness signatory (2)

Guarantor's seal or stamp:

## LIST OF INSTITUTIONS FROM WHO CONTRACT/DEPOSIT GUARANTEES CAN BE ACCEPTED.

1. ABSA Bank
2. CAPITEC Bank
3. Credit Agricole Indosuez (South Africa Branch)
4. Development Bank of South Africa
5. FirstRand Bank
6. ING Bank N.V. (South Africa Branch)
7. Investec Bank
8. Landbank
9. National Housing Finance Co.
10. Nedcor Bank
11. South African Reserve Bank
12. Standard Bank
13. AIG South Africa
14. Credit Guarantee Insurance Co
15. Emerald Insurance Company
16. Federated Employers Mutual Assurance Co
17. Global Insurance Company
18. Guardrisk Insurance Company
19. Hannover Re:
20. Home Loan Guarantee Company
21. Lion of Africa Insurance Company
22. Metropolitan Life
23. Metropolitan Odyssey Ltd
24. MUA Insurance
25. Mutual & Federal Insurance Company
26. Rand Mutual Assurance Company
27. Regent Insurance Company
28. SA Eagle Insurance Company
29. Lombard Insurance.



**C1.4 Agreement in Terms of the Occupation Health and Safety Act, 1993**

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

Gauteng Growth and Development Agency (GGDA)  
(Hereinafter referred to as the "EMPLOYER")  
AND

.....  
.....  
.....

Herein represented by ..... in his/her capacity as ..... duly  
authorised by virtue of a resolution dated ....., Attached hereto Annexure A,  
of the said ..... (Herein after referred to as the "CONTRACTOR")

**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of  
.....  
.....  
..... Contract number .....

**AND WHEREAS** section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

**NOW THEREFORE** the parties agree as follows:

- a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to,



the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

**FOR AND ON BEHALF OF THE EMPLOYER:**

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – in block letters – and signature)

1. ....

.....

**FOR AND ON BEHALF OF THE CONTRACTOR:**

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – in block letters – and signature)

1. ....

.....

2. ....

.....

## C1.5 Adjudicator's Agreement

### PROFORMA ADJUDICATION BOARD MEMBER AGREEMENT

**Please note that words in italics within brackets are items which should be stated.**

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the JBCC Edition 6.2 can be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the JBCC Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving

notice from the Parties of their joint decision to disband the Adjudication Board.

7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
  - a. A monthly retainer of (amount) for (number) of months, and/or
  - b. A daily fee of (amount) based on a (number) hour day, and/or
  - c. A hourly fee of (amount), and/or
  - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (Contractor/Employer\*) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: .

Contractor's name: .

Place: .

Date: .

Employer's signature: .

Employer's name: .

Place: .

Date: .

Adjudication Board Member's signature: .

Adjudication Board Member's name: .

Place: .

Date: .

\* Delete the inapplicable party