



# SMALL AND SIMPLE WORKS CONTRACT

Project :

Location :

Employer :

Contractor :

Agent (where appointed) :

# **The Joint Building Contracts Committee® - NPC Small and Simple Works Contract Edition 1.0 – May 2020**

This JBCC® Small and Simple Works Contract is intended for alterations, renovations and additions to existing buildings, or new building works that are not more than three storeys in height and where no sophisticated building systems are used nor complex services are to be installed

## **Characteristics**

- The contract is between the employer and the contractor. The employer will administer the contractual relationship with the contractor, but the employer may appoint an agent to perform such task prior to and during the execution of the works on the employer's behalf. Where an agent is thus appointed in this contract, the agent will act to the extent required in terms of the rights and obligations assigned to the employer
- The contractor and his subcontractors must complete the works within an agreed construction period
- The employer may appoint direct contractors to carry out identified work
- The appointment of nominated or selected subcontractors will not apply
- The contract is considered not suitable where the construction period is longer nine months or the contract value exceeds five million Rand (R5 000 000.00)
- Certificate forms and support documents for use in the administration of this contract are available as free download from the JBCC's website

## **Warning!**

- Persons entering into or preparing construction contracts using the JBCC® suite of contracts and support documents are warned of the dangers inherent in modifying any part of it
- Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both parties

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# CONTRACT AGREEMENT

.....

..... *project name*

## THIS AGREEMENT IS MADE:

**BETWEEN:** ..... *the employer*

**AND:** ..... *the contractor*

## WHO AGREE AS FOLLOWS:

1. The **contractor** shall carry out the **works** described in the **contract documents**
2. The **employer** shall pay the **contractor** the **contract sum** of .....  
(in words: .....),  
including **tax**, or such **contract value** as adjusted in terms of this **contract**
3. No contract cost escalation provisions will apply to this **contract**
4. The **contract documents** on which the **contractor's** offer is based comprise the entire **contract** between the **parties**. No variations, representations, terms, conditions or warranties shall be binding or of effect unless recorded in writing and signed by the duly authorised representatives of the **parties**
5. The **employer** hereby accepts the **contractor's** offer and agrees to be bound by the terms of this **contract** and to deliver a signed copy of this acceptance of offer to the **contractor** within seven (7) **calendar days** after the **parties** have signed the **contract**
6. The **contractor** hereby undertakes to be bound by the terms of the **contract** and to submit a **construction programme** and health and safety plan before commencing with the **works**

**FOR THE EMPLOYER:** Signed at .....(Place)

on this .....day of ..... 20.....

..... (Authorised signatory)

**FOR THE CONTRACTOR:** Signed at .....(Place)

on this .....day of ..... 20.....

..... (Authorised signatory)

**AGENT APPOINTED:** ☐ YES ☐ NO

**IF APPOINTED:**

Name of **agent**: .....

Address: .....

E-mail address: .....

Telephone ..... Mobile number .....

**Legal position of the agent:**

The **contract** is between the **employer** and the **contractor**. Where the **employer** does not intend to administer his contractual relationship with the **contractor**, the appointed **agent** shall perform such task during the execution of the **works** on the **employer's** behalf. Where an **agent** is appointed in this **contract** to undertake the functions of the **employer**, the **agent** will take the place of the **employer** in this **contract** to the extent required and have all rights and obligations assigned to the **employer** in this **contract**. Should there be a need for other consultants to be appointed, such as a land surveyor, structural engineer or electrical engineer, they will be appointed as sub-consultants under the administration of the appointed **agent**

For Reference Purposes Only - 19-June-2025



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## 1.0 DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

A word or phrase in bold type in this contract shall have the meaning assigned to it in these definitions. A word or phrase not in bold type shall be interpreted in the context of its usage

**AGENT:** A competent independent person or entity appointed by the **employer** to deal with specific aspects of the **works** on behalf of the **employer**

**BILLS OF QUANTITIES:** The document drawn up in accordance with the measuring system [CD]

**BUSINESS DAYS:** **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded **contractors'** annual holiday period

**BUDGETARY ALLOWANCE:** An amount included in the **contract sum** for work intended for execution by the **contractor**, the extent of which is identified but not detailed

**CALENDAR DAYS:** A period of twenty-four (24) hour day commencing at midnight (00:00)

**CERTIFICATE:** A **certificate** as proof that the **contractor** was given possession of the **site**, an interim or final **payment certificate** or a **certificate of practical or final completion** issued by the **employer** enforceable in law

**CERTIFICATE OF FINAL COMPLETION:** A **certificate** issued by the **employer** to the **contractor** stating the date on which **final completion** of the **works** was achieved

**CERTIFICATE OF PRACTICAL COMPLETION:** A **certificate** issued by the **employer** to the **contractor** stating the date on which **practical completion** of the **works** was achieved

**CONTRACT:** The completed and signed JBCC® Small and Simple Works Contract

**CONTRACT DATA:** The clause at the end of this **contract** listing the project specific information

[CD]: The notation used where additional information is recorded in the **contract data**

**CONTRACT DOCUMENTS:** The completed and signed **contract**, the **contract drawings**, the accepted **priced document** and other documents listed and signed by the authorised representatives of the **parties**

**CONTRACT DRAWINGS:** The drawings listed in the **contract data**

**CONTRACT INSTRUCTION:** A written instruction issued by the **employer** to the **contractor** that may be accompanied by (marked up) drawings and photographs

**CONTRACT SUM:** The accepted tender amount inclusive of **tax**, not subject to adjustment

**CONTRACT VALUE:** A monetary value initially equal to the **contract sum**, subject to adjustment in terms of this **contract**

**CONTRACTOR:** The **party** contracting with the **employer** for the execution of the **works**

**CONSTRUCTION EQUIPMENT:** Equipment and/or plant provided by or belonging to the **contractor** and used during the **construction period**

**CONSTRUCTION INFORMATION:** Information issued by the **employer** including this **contract**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONSTRUCTION PROGRAMME:** A diagrammatic representation of the sequence of planned execution of units of work or activities indicating the critical path from the date of possession of the **site** until **practical completion** of the **works**, prepared and maintained by the **contractor**

**DEFECT:** Any aspect of materials and workmanship forming part of the **works** that does not conform to the **contract** or **construction information**

**DIRECT CONTRACTOR:** An entity appointed under separate contract by the **employer** to do identified work [CD] on **site** prior to **practical completion**

**EMPLOYER:** The **party** contracting with the **contractor**

**FINAL ACCOUNT:** The document prepared by the **employer** that reflects the final **contract value** of the **works** at **final completion** or termination



**FINAL COMPLETION:** The stage of completion as certified by the **employer** where the **works** has been completed and is free of **defects**

**FINAL PAYMENT CERTIFICATE:** A **certificate** issued by the **employer** after the issue of the **certificate of final completion** and after the **final account** has been agreed

**FORCE MAJEURE:** An exceptional event or circumstance that could not have reasonably been foreseen or anticipated by the **parties** that prevents the **contractor** from executing or completing the **works**

**FREE ISSUE:** **Materials and/or goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works**

**INTEREST:** Interest at six (6) percentage points per annum above the ruling bank rate on the first **calendar day** of each month applicable from time to time to registered banks borrowing money from the Reserve Bank where payment has not been received within the stipulated period compounded monthly from the due date of payment until the date of payment

**JBCC®:** The Joint Building Contracts Committee® NPC

**LIST FOR COMPLETION:** A list that may include marked up drawings and photographs issued by the **employer** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

**LIST FOR FINAL COMPLETION:** A list that may include marked up drawings and photographs issued by the **employer** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

**LIST FOR PRACTICAL COMPLETION:** A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **employer** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

**MATERIALS AND/OR GOODS:** Unfixed materials, goods and/or items fabricated for inclusion in the **works** whether stored on or off the **site**

**NOTICE:** A written communication, excluding social media, issued by either **party**, to the other **party** to, *inter alia*, record an event, request outstanding **construction information**, or where **suspension** or resumption of the **works** and/or termination of this **contract** is contemplated

**PARTY:** The **employer** or the **contractor** and 'parties' shall refer to both of them

**PAYMENT CERTIFICATE:** A **certificate** issued at regular agreed intervals by the **employer** to the **contractor** certifying the amount due and payable in terms of the **JBCC®** Payment Certificate format

**PAYMENT CLAIM:** An invoice issued at regular agreed intervals by the **contractor** to the **employer** claiming the amount which the **contractor** considers to be due and payable

**PENALTY:** The stipulated amount per **calendar day** payable by the **contractor** to the **employer** where the date or the revised date for **practical completion** of the **works** has not been met

**PRACTICAL COMPLETION:** The stage of completion when the **works** is certified as complete, except for minor **defects** or incomplete work identified in the **list for completion**, that is safe and allows the **employer** to use the **works** for the intended purpose

**PRELIMINARIES:** The **JBCC®** General Preliminaries and/or the items listed in the preliminaries section of the **priced document**

**PRICED DOCUMENT:** The document incorporating quantities and/or rates used in the compilation of the **contract sum**

**PRIME COST AMOUNT:** An amount included in the **contract sum** for the delivered cost of **materials and/or goods** obtained from a supplier as instructed by the **employer**

**RETENTION:** A percentage of an amount included in a **payment certificate** to the **contractor** retained by the **employer** until fully released on **final completion** without accrued **interest** or used to repair defective work for which the **contractor** is responsible

**SITE:** The land or place where the **works** is to be executed

**STATUS REPORT:** A report, that may include marked up drawings and photographs, compiled by the **employer** in the event of termination of the **contract**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**

**SUSPENSION:** The temporary cessation of the **works** by the **contractor**

**TAX:** Value-added tax, general sales tax or similar consumption tax applicable by law

**WORKS:** The extent of work, including temporary works, to be executed by the **contractor** as described in the **construction information** and **contract instructions**

## 1.2 INTERPRETATION

- 1.2.1 All communications shall be in English and recorded in minutes, **contract instructions**, **status reports** or the like in a format that can be saved and printed
- 1.2.2 Unless inconsistent with the context, the words “accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, notify, object, record, reduce, refuse, request, state” and their derivatives require such acts to be in writing
- 1.2.3 The **parties** shall comply with the law, obtain permits, licenses and approvals required and pay related charges for the execution of the **works**
- 1.2.4 The calculation of the number of days prescribed in this **contract** shall exclude the first day and include the last day for any relevant action or **notice**

## 1.3 OFFER AND ACCEPTANCE

- 1.3.1 The **contract** shall come into force on the date of the written acceptance of the offer by the **employer** and remain in force until the date of the **certificate of final completion** except on termination
- 1.3.2 The **construction period** extends from the date of possession of the **site** until the date of the **certificate of practical completion**

## 1.4 DOCUMENTS

The **employer** shall:

- 1.4.1 Prepare for signature and issue to the **contractor** the **contract documents [CD]**, and after signature thereof provide reference copies to the **contractor**
- 1.4.2 Retain the original signed **contract documents**
- 1.4.3 Timeously issue to the **contractor construction information** in the stipulated electronic format or the stipulated number of hard copies **[CD]** at no cost
- 1.4.4 Issue a **JBCC® site possession certificate** within five (5) **business days** of **site** handover

The **contractor** shall:

- 1.4.5 Submit to the **employer** listed documents within ten (10) **business days** of acceptance of the **contractor's** offer

## 1.5 ASSIGNMENT

- 1.5.1 Neither **party** shall cede, delegate or assign the whole or any part of the **contract**, nor any rights or obligations thereunder, without the written consent of the other **party**, which consent shall not be unreasonably withheld or delayed

## 2.0 INSURANCES AND INDEMNITIES

- 2.1 The **employer** shall effect, and keep in force in the joint names of the **parties**, policies for contract works insurance, insurance against civil commotion, public disorder, strikes, riots and terrorism and public liability insurance, from the date of possession of the **site**. The **employer** shall provide the **contractor** with the policy wording of such policies
- 2.2 Failure to effect and keep in force the insurance(s) listed shall cause the **employer** to assume full responsibility for the **works**, the **site** and properties forming part of the **works** and the **site**, except where the **contractor** acted negligently or is in default

- 2.3 Where applicable, the **employer** shall appoint a consultant to design and monitor appropriate support structures for use in excavations and/or in existing structures that form part of the **works** and the **site**
- 2.4 The **employer** shall be responsible for the deductible amounts other than where a claim against insurance cover is due to negligence or default of the **contractor** in which case the **contractor** shall be responsible for the deductible amount
- 2.5 The right to the proceeds of an insurance claim shall vest in the **employer**
- 2.6 The **contractor** shall be responsible for his own business and statutory insurances
- 2.7 The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
  - 2.7.1 A **defect** in **free issue**
  - 2.7.2 Work executed and/or installed in the **works** by a **direct contractor**
  - 2.7.3 Design of the **works** (other than **contractor's** temporary works)
  - 2.7.4 **Force majeure**
  - 2.7.5 Instruction from the **employer** to proceed with the **works** where the **employer** has not obtained the required permission for the project in terms of the law
  - 2.7.6 The use or occupation of any part of the **works** by the **employer**, tenants, **direct contractors** or others authorised by the **employer** before the certification of **practical completion**

### 3.0 EXECUTION, SETTING OUT AND PROGRAMME

#### EXECUTION

- 3.1 The **employer** shall:
  - 3.1.1 Give possession of the **site** to the **contractor** on the agreed date **[CD]**
  - 3.1.2 Provide all **construction information** timeously to the **contractor**
  - 3.1.3 Record specific requirements **[CD]**
  - 3.1.4 Supply **free issue** to suit the **construction programme**
  - 3.1.5 Make regular payments to the **contractor** by the due date
  - 3.1.6 Permit access to the **works** by the **contractor** after **practical completion** to fulfil outstanding obligations
- 3.2 The **contractor** shall:
  - 3.2.1 On appointment submit statutory notices for the **works** within five (5) **business days**
  - 3.2.2 Before commencing with the **works**, submit a **construction programme** and health and safety plan for the **works**
  - 3.2.3 Commence the **works** within ten (10) **business days** of possession of the **site** and proceed with due diligence, skill and appropriate resources to bring the **works** to **practical completion [CD]** and to **final completion**
  - 3.2.4 Provide everything necessary for the proper execution of the **works** using specified materials and exercise workmanship to industry accepted quality standards and to the reasonable satisfaction of the **employer**
  - 3.2.5 In the execution of the **contract**, be responsible for the continuous monitoring of quality of the **works**
  - 3.2.6 Comply with and duly execute all **contract instructions**
  - 3.2.7 Allow the **employer** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored
  - 3.2.8 Ensure that the **site** is secure and safe during the **construction period**

#### SETTING OUT

- 3.3 The **employer** shall point out boundary pegs and other survey information identifying the **site** and features to be preserved

3.4 The **contractor** shall:

- 3.4.1 Preserve boundary pegs and other survey information
- 3.4.2 Accurately set out the **works**
- 3.4.3 Immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **employer** who must forthwith issue a **contract instruction** to give direction

## PROGRAMME

3.5 The **employer** shall:

- 3.5.1 Arrange for regular site meetings to discuss progress of the **works** against the **construction programme**, minute all pertinent contractual information that arises from the meetings and timeously issue such minutes to the **contractor**
- 3.5.2 Issue outstanding **construction information** in terms of the **construction programme**
- 3.5.3 On receipt of a claim from the **contractor** for a revision of the date for **practical completion** and/or the **contract value**, assess such claim in terms of the accepted (revised) **construction programme** and record such assessment in the site meeting minutes

3.6 The **contractor** shall:

- 3.6.1 Compile, coordinate and implement the **construction programme**
- 3.6.2 Revise the **construction programme** when the **employer** revises the date for **practical completion**
- 3.6.3 In consultation with the **employer** agree steps to minimise or mitigate the effects of possible delays to achieve key dates of the **construction programme**

## 4.0 DIRECT CONTRACTORS

- 4.1 The **employer** shall define the extent and estimated cost of work or installation to be carried out by **direct contractors [CD]** and may at any time appoint **direct contractors** for which **notice** shall be given to the **contractor**
- 4.2 Access to the **works** by **direct contractors** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**
- 4.3 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **contract**
- 4.4 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**
- 4.5 The **contractor** shall:
  - 4.5.1 Permit **direct contractors** to execute and/or install work as part of the **works**
  - 4.5.2 Make reasonable allowance in the **construction programme** for such work or installation
  - 4.5.3 Be entitled to claim expense and/or loss caused by **direct contractors**

## 5.0 PAYMENT

- 5.1 The **employer** shall make payment to the **contractor** for work duly executed as certified in a **payment certificate** or claimed by the **contractor** in a **payment claim**. The **preliminaries** shall be paid in accordance with an amount pro-rated to the value of the **works** executed. Where the amount of **preliminaries** is not provided it shall be taken as seven and a half per cent (7.5%) of the **contract sum**, excluding **budgetary allowance(s)**
- 5.2 The **contractor** shall be entitled to receive payment within seven (7) **calendar days** of the due date for payment **[CD]**. Where the **contractor** does not receive payment of any amount by the due date, the **employer** shall be liable for **interest**
- 5.3 The **employer** shall make payment in the amount stated in the **payment claim** unless he disagrees with such amount, in which case the **employer** shall make payment in the amount the **employer** considers due and issue **notice** within three (3) **calendar days** stating the reason(s) for such reduced payment

- 5.4 Where the **contractor** does not agree with a reduced payment or does not receive payment by the due date, the **contractor** may suspend the **works** forthwith or give **notice** of a disagreement
- 5.5 Where payments are for work executed in stages the **contractor** shall be entitled to receive payment of the stage percentage payable of the **contract value [CD]** within seven (7) **calendar days** of each stage being duly executed
- 5.6 The value of **materials and/or goods** shall be included in the amount certified only where:
- 5.6.1 Not prematurely delivered or offered for delivery unless otherwise agreed in writing
  - 5.6.2 Stored and suitably protected against theft or damage
- 5.7 **Materials and/or goods** when certified and paid for shall become the property of the **employer** and shall not be removed without written authority of the **employer**
- 5.8 Payments made shall not be evidence that the **works** and **materials and/or goods** are in terms of the **contract**
- 5.9 The **employer** is entitled to withhold **retention** to the maximum of ten per cent (10%) of the amount of each payment until **practical completion**, whereafter:
- 5.9.1 Half of the **retention** amount shall be released to the **contractor**
  - 5.9.2 The remaining half of the **retention** amount shall be included in the **final payment certificate**
- 5.10 The **contractor** shall be entitled to receive final payment from the **employer** within seven (7) **calendar days** of acceptance of the **final account** but not before the issue of the **certificate of final completion**, other than on termination

## 6.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

- 6.1 Adjustments to the **contract value**, including measurements on **site** in consultation with the **contractor**, shall be determined in the preparation of the **final account**
- 6.2 Adjustments to the **contract value** may result from any of the following:
- 6.2.1 **Contract instructions**
  - 6.2.2 Omission of **prime cost amounts** and **budgetary allowances** and determination of the actual cost of such work. The **contractor** shall supply adequate proof to the **employer** of such cost, including expense incurred for special packing or carriage
  - 6.2.3 Extra costs due to an extension of the **construction period** as a result of the **employer's** default
  - 6.2.4 Work identified as provisional in the **priced document** shall be omitted and the actual value of work as executed shall be added
  - 6.2.5 Any other variation agreed to in writing by the **parties**
- 6.3 Where the **contractor** has incurred expense for items not included in the **priced document**, for which he is entitled to be compensated, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value**
- 6.4 The **employer** shall prepare the **final account** in cooperation with the **contractor** and issue the **final account** to the **contractor** within fifteen (15) **business days** of the date of **final completion**
- 6.5 The **contractor** shall accept the **final account** within ten (10) **business days** of receipt thereof or give **notice** of non-acceptance with reasons failing which the **final account** shall be deemed to be accepted
- 6.6 Should the reasons for non-acceptance of the **final account** not be resolved within ten (10) **business days** of the **notice** of non-acceptance, or within such extended period as may be agreed on request from the **contractor**, the **contractor** may give **notice** of a disagreement

## 7.0 CONTRACT INSTRUCTIONS

- 7.1 The **employer** may issue **contract instructions** to the **contractor** to:
- 7.1.1 Rectify discrepancies, resolve conflicting information, correct errors in description or quantity, identify defective work and order corrective action, substitute any **materials and/or goods**, make alteration to



design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

- 7.1.2 Authorise expenditure of **budgetary allowances** or **prime cost amounts**
- 7.1.3 Provide samples of **materials and/or goods**, finishes or assemblies of elements of the **works**
- 7.1.4 Make good physical loss or repair damage to the **works**
- 7.1.5 Rectify specified **defects** that become apparent during the **construction period** or **defects** liability period
- 7.1.6 Protect existing or new works
- 7.2 Oral instructions shall be of no force or effect
- 7.3 Should a **contract instruction** entail any changes or additions to the **works**, the **employer** and **contractor** shall agree in writing as to the cost and time implications of the desired changes prior to the commencement of such changes. The **contract sum** and date for **practical completion** shall be adjusted accordingly
- 7.4 Upon failure by the **contractor** to duly execute a **contract instruction**, the **employer** may give **notice** to the **contractor** and appoint others to carry out such **contract instruction** and recover expense and/or loss incurred where the **contractor** remains in default for more than five (5) **business days** after the date of such **notice**

## 8.0 COMPLETION AND DEFECTS LIABILITY PERIOD

### PRACTICAL COMPLETION

- 8.1 The **employer** shall:
  - 8.1.1 Inspect the **works** at regular or appropriate intervals to give the **contractor** interpretations by way of **contract instructions** on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion**
  - 8.1.2 Inspect the **works** for **practical completion** within five (5) **business days** from receipt of a **notice** from the **contractor**
  - 8.1.3 Issue to the **contractor** a **list for practical completion**, if relevant, stating **defects** and items to be completed
  - 8.1.4 Repeat the process until all **defects** have been remedied and outstanding items completed
  - 8.1.5 Issue the **certificate of practical completion** to the **contractor**
  - 8.1.6 Not issue further **contract instructions** to the **contractor** save for instructions necessary in respect of **defects** occurring during the **defects** liability period and items to be completed to achieve **final completion**
- 8.2 The **contractor** shall:
  - 8.2.1 Ascertain that the **works** are to the required quality and has progressed such that it qualifies for **practical completion**
  - 8.2.2 Give five (5) **business days** notice to the **employer** to inspect the **works**
  - 8.2.3 Remedy **defects** and complete outstanding items on the **list for practical completion** or subsequent such list which the **employer** may issue without any undue delay
  - 8.2.4 Relinquish possession of the **site** after achieving **practical completion**
  - 8.2.5 Hand over to the **employer** all applicable statutory/regulatory approval certificates
  - 8.2.6 Remove **construction equipment** and surplus **materials and/or goods** from the **site** within ten (10) **business days**, failing which the **employer** may have these removed by others at the **contractor's** expense

### FINAL COMPLETION AND DEFECTS LIABILITY PERIOD

- 8.3 The **defects** liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end sixty (60) **calendar days** from the date of **practical completion** or when work on the **list for completion** has been satisfactorily completed, whichever is the later

- 8.4 The **employer** shall:
- 8.4.1 Inspect the **works** within five (5) **business days** from receipt of **notice** from the **contractor**
  - 8.4.2 Issue to the **contractor** a **list for final completion**, if relevant, stating **defects** and items to be completed
  - 8.4.3 Repeat the process until all **defects** have been remedied and outstanding items completed
  - 8.4.4 Issue the **certificate of final completion** to the **contractor** when all **defects** have been rectified and outstanding items completed
- 8.5 The **contractor** shall:
- 8.5.1 Attend to **defects** and outstanding items on the **list for completion**
  - 8.5.2 Give five (5) **business days notice** to the **employer** to inspect the **works**
  - 8.5.3 Remedy **defects** and complete outstanding items on the **list for final completion** or subsequent such list which the **employer** may issue
  - 8.5.4 On achievement of **final completion** hand over to the **employer** all operating and instruction manuals, product guarantees and the like
- 8.6 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations have been fulfilled other than for latent **defects** and any extended product and/or installation guarantees

## 9.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION AND PENALTIES

- 9.1 The **contractor** is entitled to a revision of the date for **practical completion** of the **works** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
- 9.1.1 Weather
  - 9.1.2 **Force majeure**
- 9.2 The **contractor** is entitled to a revision of the date for **practical completion** of the **works** with an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
- 9.2.1 Exercise of statutory power by a body of state or public or local authority that directly affects the execution of the **works**
  - 9.2.2 Delayed possession of the **site**
  - 9.2.3 **Contract instructions** not occasioned by the **contractor's** default
  - 9.2.4 Inability to obtain **materials and/or goods** specified by trade name or without a right of substitution where the **contractor** has taken reasonable steps to avoid or reduce such a delay
  - 9.2.5 Making good physical loss and repairing damage to the **works** not caused by the **contractor**
  - 9.2.6 **Suspension** of the **works** by the **contractor** in terms of this **contract**
  - 9.2.7 Further circumstances for which the **contractor** may be entitled to a revision of the date for **practical completion** and an adjustment of the **contract value** are delays to **practical completion** due to any other cause beyond the **contractor's** control that could not have reasonably been anticipated and provided for
- 9.3 Should a listed circumstance occur which could cause a delay to the date for **practical completion**, the **contractor** shall timeously take the necessary steps to avoid or reduce a potential delay
- 9.4 The **contractor** shall give notice:
- 9.4.1 Within ten (10) **business days** of becoming aware or ought reasonably to have become aware of a potential delay failing which such claim shall be forfeited
  - 9.4.2 As soon as the extent of the delay can be determined but no later than twenty (20) **business days** of the delay ceasing, or such extended period as may be agreed, submit a detailed and substantiated claim to the **employer** referring to the relevant clauses in the **contract** describing the cause and effect of the delay for the revision of the date for **practical completion**

- 9.5 The **employer** shall, within five (5) **business days** of receipt of the claim, grant in full, reduce or refuse the claim and shall give reasons where such claim is refused or reduced
- 9.6 Where the **contractor** fails to bring the **works** to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty [CD]**
- 9.7 The **penalty** shall be deducted from interim **payment certificates** from the date on which the **employer's** entitlement to the **penalty** commences
- 9.8 Paying a **penalty** shall not relieve the **contractor** from obligations to complete the **works** or other obligations in terms of this **contract**

## 10.0 SUSPENSION AND TERMINATION

### SUSPENSION BY THE CONTRACTOR

- 10.1 The **contractor** may give five (5) **business days notice** to the **employer** of the intention to suspend the **works** where the **employer** has failed to timeously:
- 10.1.1 Give possession of the **site** to the **contractor**
- 10.1.2 Make payment in full of an amount certified in a **payment certificate** or claimed by the **contractor** in a **payment claim**
- 10.1.3 Effect insurances
- 10.2 Where the **employer** has not remedied a default on expiry of the **notice** the **contractor** may suspend execution of the **works** until such default has been remedied
- 10.3 The **employer** shall revise the date for **practical completion** on resumption of the **works** with an adjustment of the **contract value**

### TERMINATION

- 10.4 Where a **party** has failed to comply with this **contract** the non-defaulting **party** shall give **notice** to the defaulting **party** of a specific default to be remedied within five (5) **business days** after the date of such **notice**
- 10.5 Where the defaulting **party** has not remedied the specified default within the stipulated period the non-defaulting **party** may give **notice** to the defaulting **party** of the termination of this **contract**
- 10.6 Upon termination by the **employer**, the **employer**:
- 10.6.1 May apply the stipulated **penalty** up to the date of termination where the date for **practical completion**, or revision thereof, has passed
- 10.6.2 Shall be entitled to use the **retention** amount to remedy **defects** or complete outstanding work and the excess, if any, shall then be refunded to the **contractor**
- 10.7 Upon termination by the **contractor**, the **employer** shall forthwith release the **retention** amount to the **contractor**
- 10.8 The **party** cancelling this **contract** shall be entitled to recover expense and/or loss from the other **party**
- 10.9 Either **party** may give **notice** to terminate this **contract** without incurring liability to the other **party** where:
- 10.9.1 The **works** has been substantially destroyed regardless of the cause other than by the **party** seeking termination
- 10.9.2 Progress of the **works** has ceased for a continuous period of thirty (30) **calendar days**, or an intermittent period totalling forty-five (45) **calendar days** as a result of a **force majeure** event that directly affects the execution of the **works**

### TERMINATION PROCEDURE

- 10.10 The **parties**:
- 10.10.1 The right to terminate may not be exercised by the **party** in material breach of this **contract**
- 10.10.2 Termination of the **works** shall not prejudice any rights a **party** may have
- 10.11 Upon termination, the **employer**:
- 10.11.1 May use **materials and/or goods** and/or temporary structures on the **site** for which payment shall be included in the **final account**

- 10.11.2 May employ others to safeguard the **works** and rectify **defects** in that portion of the **works** executed by the **contractor**. The **contractor** shall be liable to the **employer** for such costs that shall be included in the **final account**
  - 10.11.3 May recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the remaining work where the **contractor** has been in default
  - 10.11.4 In consultation with the **contractor**, where possible, compile and issue a **status report** recording completed and incomplete work on the date of termination of the **works** within ten (10) **business days** of such date
  - 10.11.5 Prepare and issue the **final account** to the **contractor** within twenty (20) **business days** of the date of termination including the cost of **materials and/or goods** and those ordered before termination that the **contractor** is bound to accept and make payment
- 10.12 Upon termination, the **contractor** shall:
- 10.12.1 Cease work and ensure that the **works** are safe in terms of the law
  - 10.12.2 Remove temporary structures and/or **construction equipment** from the **site** as soon as practical or it is safe to do so
  - 10.12.3 Remain responsible for the **works** until possession of the **site** is relinquished to the **employer**
- 10.13 This clause (10.0) shall, to the extent necessary to fulfil its purpose, exist independently of this **contract**

## 11.0 DISPUTES

### SETTLEMENT BY THE PARTIES

- 11.1 In the event of any disagreement arising under this contract, the **parties** shall attempt to resolve the disagreement between them by negotiation within five (5) **business days** of the occurrence of the event and record such resolution in writing and give the agreement effect by signing it
- 11.2 Where the disagreement is not resolved within the period the disagreement shall be deemed to be a dispute

### MEDIATION

- 11.3 In the event of a dispute the **parties** may, by agreement, refer the dispute to mediation
- 11.4 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**
- 11.5 The **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses

### ADJUDICATION

- 11.6 Where the dispute has not been referred to mediation such dispute may be referred to adjudication by either **party**
- 11.7 The appointment of the adjudicator and the adjudication process shall be in accordance with the latest **JBCC®** Adjudication Rules

### ARBITRATION

- 11.8 Where the dispute is referred to arbitration, the **parties** shall agree on the appointment of the arbitrator, failing which the arbitrator shall be nominated by the nominating body **[CD]** and once nominated shall forthwith be appointed by the **parties**
- 11.9 The applicable rules shall be stated **[CD]** or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator

### GENERAL

- 11.10 The **parties** shall continue to perform their obligations in terms of this **contract**, notwithstanding that a disagreement or dispute exists between them
- 11.11 This clause [11.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **contract**

## 12.0 CONTRACT DATA

The **contract data** contains all the variables referred to in this document. Spaces requiring information must be filled in, shown as 'not applicable' or deleted and 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 **contract data**

The **contract data** is divided into two categories. The first category must be completed in full by the **employer** and included in the tender documents. The second category is to be completed by the tenderer including his/her tender amount. Both categories form part of this **contract** agreement

### 12.1 INFORMATION BY THE EMPLOYER

#### Project information

##### 12.1.1 Employer [1.1]

Name			
Contact person		Telephone number	
E-mail		Mobile number	
Postal address			
		Postal code	
Physical address			
		Postal code	

##### 12.1.2 Agent [1.1]

Name			
Contact person		Telephone number	
E-mail		Mobile number	
Postal address			
		Postal code	
Physical address			
		Postal code	

##### 12.1.3 Works [1.1]

Project name	
Reference number	
<b>Works</b> description	

##### 12.1.4 Site [1.1]

Erf / stand number	
Township / Suburb	
<b>Site</b> address	
Local authority	



## 12.1.5 Documents [1.1, 1.4]

<b>Bills of quantities:</b> System/ method of measurement [1.1]	
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [1.4.3]	
Documents comprising the <b>contract</b>	Page numbers
The <b>JBCC</b> ® Small and Simple Works Contract, Edition 1.0 May 2020	1 to 16
The <b>JBCC</b> ® General Preliminaries	1 to 7

## 12.1.6 Insurances [2.0]

Insurances by <b>employer</b>	Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:		
New <b>works</b> [2.1] ( <b>contract sum</b> or amount)		
or <b>Works</b> with alterations and additions [2.1] (reinstatement value of existing structures with or including new <b>works</b> )		
<b>Direct contractors</b> [4.0], where applicable, to be included in the contract works insurance		
<b>Free issue</b> [3.1.6], where applicable, to be included in the contract works insurance		
Total of the above contract works insurance amount		
South African Special Risks Insurance Association (SASRIA) [2.1]		
Public liability insurance [2.1]		
Other insurances		
Yes/no?	If yes, description 1	

## 12.1.7 Specific requirements of the employer [3.1]

Existing premises will be in use and occupied [3.1.3]	Yes/no?	
If yes, description		
Restriction of working hours [3.1.3]	Yes/no?	
If yes, description		
Natural features and known services to be preserved by the <b>contractor</b> [3.1.3]	Yes/no?	
If yes, description		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [3.1.3]	Yes/no?	
If yes, description		
Supply of <b>free issue</b> [3.1.6]	Yes/no?	
If yes, description		

12.1.8 **Direct contractors** [4.0]

Type and extent of work/ installation description [4.1]	Estimated value

12.1.9 **Possession of site** [3.1.1] **practical completion** [3.2.3] and **penalties** [9.6]

Practical completion for the works	Intended date of possession of the site [3.1.1]	Date for practical completion [3.2.3]	Penalty [9.6]
	date	date	Penalty amount per calendar day (excl. tax)

12.1.10 **Payment** [5.0]

Date of month for issue of regular payment certificates [5.1]			
Percentages payable for work executed in stages of construction, if applicable (5.5)	Yes/no?	Stage 1:	%
		Stage 2:	%
		Stage 3:	%
		Stage 4:	%
			100%

12.1.11 **Dispute resolution** [11.0]

Arbitration: Name of nominating body [11.8]	
Arbitration: Applicable rules [11.9]	

**JBCC® General Preliminaries – selections**

Provisional bills of quantities [P2.2]	Yes/no?		
Availability of construction information [P2.3]	Yes/no?		
Previous work - dimensional accuracy - details [P3.1]			
Previous work - defects - details [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	

Electricity [P8.2]	By <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
Communication facilities - specific requirements [P8.4]				
Protection of the <b>works</b> - specific requirements [P11.1]				
Protection / isolation of existing <b>works</b> - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				
Environmental disturbance - specific requirements [P11.6]				

### Changes made to JBCC® documentation

Reference may be made to other documents forming part of this <b>contract</b>

### Tender closing

Tender closing date		Time	
Tender submission address			
Tender may be submitted by e-mail	yes/no?	E-mail	

## 12.2 INFORMATION BY THE CONTRACTOR

### Contractor information

#### 12.2.1 Contractor [1.1]

Name			
Contact person		Telephone number	
E-mail		Mobile number	
Postal address			
		Postal code	
Physical address			
		Postal code	

#### 12.2.2 Annual holiday period during construction period

<b>Contractor's</b> annual holiday period	start date		end date	
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## Tender conditions, amount compilation and qualifications

### 12.2.3 Tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** within the **construction period** and to remedy any **defects** in conformity with the **construction information** for the tender amount stated

The tender shall remain in full legal force for thirty (30) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a decision

### 12.2.4 Tender amount compilation

Tenderer's work excluding <b>tax</b>		
<b>Tax</b>		%
Total tender amount including <b>tax</b>		
Total tender amount including <b>tax</b> , in words		

Signature	Tenderer who by signature hereto warrants authority	Place	
Name		Capacity	Date

Signature	Witness	Place	
Name		Date	

### 12.2.5 Tender qualifications

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