CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 – Contract Data

C1.2 Contract Data

A PROJECT INFORMATION

Clause	Item	Project-specific data
A 1.0 [1.1]	Works	Project name: TOP STRUCTURE CONSTRUCTION- APPLE JUICE PLANT Reference number: MAPSEZ001/2026 (T) Works description: Construction of top structure for a new apple juice concentrate facility including all related external works, services, etc., per the architect and structural drawings accompanying this document at the Maluti-A-Phofung Special Economic Zone in Tshiame, Harrismith.
A 2.0 [1.1]	Site	Erf / stand number: Erf 108, Industriqwa Township / Suburb: Harrismith Site address: Maluti-A-Phofung Special Economic Zone, Tshiame, Harrismith. Local authority: Maluti-A-Phofung
A 3.0 [1.1]	Employer	Official name of Organ of State / Public Sector Body: Business registration number: VAT/GST Number: Country: South Africa Employer's representative: Dr M. Mosola E-mail: Telephone: Physical address: Cnr de Lange & Amanda Streets, Harrismith, 9880 Postal address:
A 4.0 [1.1]	Principal agent	Name: MED Projects

Clause	Item	Project-specific data	
		Legal entity:	Private Company
		Business Registration No: |	2016/293973/07
		VAT:	4600274973
		Contact person:	Wiekus Venter
		Tel:	021 868 1652
		E-mail:	wiekus@med-automation.com
		Country:	South Africa
		Physical:	30 Donkervliet Street, Paarl, 7646 | Postal: PO Box 3014, Paarl
A 5.0 [1.1; 6.2]	Agent Discipline: Quantity Surveyor	Name:	Route62QS (Pty) Ltd
		Legal entity:	Private Company
		Business Registration No:	2020/584021/07
		VAT:	4630297633
		Contact: Reynard Smith	
		Tel:	074 418 6822
		E-mail:	reynard@r62qs.co.za
		Physical:	46 Joubert Street, Montagu, 6720
		Postal:	PO Box 188, Montagu
A 6.0 [1.1; 6.2]	Agent Discipline: Structural & Civil Engineer	Nolte Engineers	
A 7.0 [1.1; 6.2]	Agent Discipline: Architect	Kube Architecture CC	
A 8.0 [1.1; 6.2]	Agent Discipline:	DSV Consulting Engineers (Pty) Ltd	

Clause	Item	Project-specific data
	Electrical Engineer	
A 9.0 [1.1; 6.2]	Agent Discipline: Mechanical & Fire Engineer	DSV Consulting Engineers (Pty) Ltd
A 10.0 [1.1; 6.2]	Agent Discipline: Health & Safety Consultant	To be appointed
B CONTRACT INFORMATION		
Clause	**Item**	**Project-specific data**
B 1.0 [1.1]	Definitions Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work, Seventh Edition (2015), published by the ASAQS, unless otherwise described
B 2.0 [2.0]	Law applicable to the works (state country)	Republic of South Africa
B 3.0 [3.0]	Currency applicable to this agreement [3.2]	South African Rand (ZAR)
B 4.0 [5.0]	Documents	Original signed agreement held by: Employer Number of copies of construction information issued to contractor at no cost [5.6]: Documents comprising the agreement: JBCC PBA Ed 6.2 May 2018 (pp 1–30); JBCC PBA Contract Data for Organs of State Ed 6.2 May 2018; (pp 1–14) JBCC General Preliminaries Ed 6.2 May 2018 (pp 1–7); ASAQS General Preambles for Trades

Clause	Item	Project-specific data
		(2017); Priced Bills of Quantities; this Procurement Document Contract drawings: per the Drawings & Specifications issued herewith (list number / revision / date) — Zero (0) hard copies All drawings and documentation for this project will be issued electronically, and the contractor shall be deemed to have received such drawings on the date the drawings are emailed and/or loaded onto the project Dropbox folder. The contractor will be responsible for printing of all drawings and documents required, including those for all domestic and selected subcontractors. It is therefore recommended that a dedicated plotter capable of printing A0 drawings are on site for the duration of the contract.
B 5.0 [6.0]	Employer's agents	Authority delegated to issue contract instructions [6.2]: The Principal Agent
		Principal agent's / agents' non-professional interest in the works [6.3]: Not applicable
B 6.0 [10.0]	Insurances	Insurances by Employer [10.1]: YES Contract works insurance (CWI) (including materials and goods, temporary works) — Contract sum + 20% New works [10.1.1] (contract sum or amount): Escalation, professional fees & reinstatement: — professional fees at 15% of insured value Supplementary insurance [10.1.2; 10.2]: — contract sum + 20% Public liability insurance [10.1.3]: — R20,000,000 (each & every claim)

Clause	Item	Project-specific data
		Removal of lateral support [10.1.4]: Not applicable Other insurances [10.1.5]: none required Deductibles (by Contractor): Works ZAR20,000; Surrounding property ZAR20,000; Public liability ZAR10,000; Supplementary ZAR20,000; Lateral support ZAR20,000
		Insurances by Contractor: NO
B 7.0 [12.1]	Obligations of the employer	Existing premises in use and occupied [12.1.2]: NO Restriction of working hours [12.1.2]: NO Natural features & known services preserved by contractor [12.1.3]: YES Restrictions to site / areas contractor may not occupy [12.1.4]: NO Supply of free issue [12.1.10]: Not applicable
B 8.0 [14.0]	Nominated subcontractors	Refer to Subcontract Amounts of the Bills of Quantities (specialisations per BQQ)
B 9.0 [15.0]	Selected subcontractors	Refer to Subcontract Amounts of the Bills of Quantities
B 10.0 [16.0]	Direct contractors	Juice Plant equipment; Boilers, piping, etc.; Refrigeration; Gas/Compressed Air
B 11.0 [20.1]	Description of sections	Section 1: Juice Plant structure, floors, temporary water & electrical supply, etc., sufficient for commencement of specialist plant & equipment Section 2 (Remainder of the works): Balance of the work
B 12.0 [12.1.5; 19.0; 20.0; 24.0]	Possession of site, practical completion & penalty	Practical completion of the works as a whole: Not applicable Intended date of possession of the site: 1 August 2026

Clause	Item	Project-specific data
		Period for inspection by principal agent [19.3]: — to be agreed with successful contractor Sectional completion dates: Section 1:15 November 2026; Section 2: 15 January 2027 Penalty per calendar day (excl. tax): Section 1: R25,000.00; Section 2: R20,000.00 Criteria to achieve practical/sectional completion not covered in the definition. The earlier occupation/access by client direct contractors does not automatically entitle the contractor to sectional completion; work must be complete to a state allowing juice-plant equipment installation to continue in a dust-free environment per the Principal Agent's programme
B 13.0 [21.0]	Defects liability period: extended period [21.13]	Standard defects liability period applies unless extended
B 14.0 [25.0]	Payment	Date of month for issue of regular payment certificates [25.2]: — to be agreed with Contractor Contract price adjustment / cost fluctuations [25.3.4; 26.9.5]: — NO — fixed-price contract; value will NOT be adjusted for escalation / CPAP Employer shall pay the contractor within [25.10]: — 30 calendar days
B 15.0 [30.0]	Dispute resolution	Adjudication nominating body [30.6.1; 30.10]: Association of Arbitrators Applicable rules for adjudication [30.6.2]: as advised by the Association of Arbitrators Arbitration [30.7.4; 30.10] name of nominating body: Association of Arbitrators Applicable rules for arbitration [30.7.5]: as advised by the Association of Arbitrators
B 16.0	JBCC General Preliminaries — selections	Provisional bills of quantities [P2.2]: — YES Availability of construction — NO — drawings serve as a guide

Clause	Item	Project-specific data	
		information complete? [P2.3]: compensation for loss of profit	only for tendering; budgetary allowances measured & valued per clause 26 PBA, deducted in whole/part if not required without
		Previous work — dimensional accuracy [P3.1]:	no previous work
		Previous work — defects [P3.2]:	no previous work
		Inspection of adjoining properties [P3.3]:	applies to adjoining roads, services, buildings & improvements; check levels & photographs required; contractor responsible for present condition & liable for repair/replacement of construction damage
		Handover of site in stages [P4.1]:	Not applicable
		Enclosure of the works [P4.2]:	Not applicable
		Geotechnical & other investigations [P4.3]:	Yes, included in tender document
		Existing premises occupied [P4.5]:	Not applicable
		Services — known [P4.6]:	contractor to inform Principal Agent immediately on encountering services
		Water [P8.1]:	By contractor
		Electricity [P8.2]:	By contractor
		Ablution & welfare facilities [P8.3]:	By contractor — for all direct contractors for full project duration

Clause	Item	Project-specific data	
		Communication facilities [P8.4]:	Telephone YES; Email YES
		Protection of the works [P11.1]:	contractor to protect all work not yet certified for practical/sectional completion
		Protection / isolation of existing & occupied works [P11.2]:	YES
		Disturbance [P11.5]:	no specific requirements
		Environmental disturbance [P11.6]:	The appointed contractor shall comply with the approved Construction Environmental Management Plan. The CEMP forms part of the works information.
B 17.0	Changes made to JBCC documentation	Changes detailed under the relevant clauses in this document. Reference may be made to other documents forming part of this agreement.	