

**JOINT PRACTICE COMMITTEE
(WESTERN CAPE)**

CONSTITUENTS:
CAPE INSTITUTE OF ARCHITECTURE
SOUTH AFRICAN PROPERTY OWNERS' ASSOCIATION
ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS
SOUTH AFRICAN ASSOCIATION OF CONSULTING ENGINEERS
MASTER BUILDERS & ALLIED TRADES ASSOCIATION, W.CAPE

Practice Note 09/2009

DATE FOR COMMENCEMENT OF THE WORKS

The date intended for the commencement of the Works is required to be stated in the Schedule forming Clause 42.0 of the JBCC Principal Agreement. Clearly such information is necessary to be given to the Tenderers, in order that the necessary resources may be assembled timeously, the necessary planning be carried out and due allowance be made therefore in the tenders. This is especially so where the actual names of the key personnel to be involved on the project are required to be given with the tenders.

A tender carries with it a legal commitment on the part of the Tenderer to undertake the Works. The Employer, rightly so, has the same commitment in stating the commencement date in the aforementioned Schedule, since the tenderer cannot allow in its tender for indeterminate holding costs of its resources whilst the Employer decides when to commence the project.

Special clauses in a fixed price contract such as:-

"Should possession of the Site not be given on or before the date stated in the Schedule, the contract completion dates will be extended by the relevant delay in giving possession, but the Contractor shall nevertheless be obliged to take possession of the Site when given and no claims for any extras or losses whatsoever will be entertained",

are inequitable, onerous, unpriceable and therefore to be avoided.



CHAIRMAN

18 June 2009

DATE



SECRETARY