



NSSA Guarantee for Construction

For use with the JBCC® NSSA Subcontract Agreement

edition /date

GUARANTOR DETAILS

Guarantor:	<input type="text"/>		
Physical address:	<input type="text"/>		
Guarantor's signatory 1:	<input type="text"/>	Capacity	<input type="text"/>
Guarantor's signatory 2:	<input type="text"/>	Capacity	<input type="text"/>
Contractor:	<input type="text"/>		
Subcontractor:	<input type="text"/>		
Principal Agent:	<input type="text"/>		
Works:	<input type="text"/>		
Site:	<input type="text"/>		
Name of Signatory:	<input type="text"/>		
Subcontract Sum:	Accepted amount inclusive of tax	Currency	<input type="text"/> <input type="text"/>
... amount in words:	<input type="text"/>		
Guaranteed Sum:	The maximum aggregate amount	Currency	<input type="text"/> <input type="text"/>
... amount in words:	<input type="text"/>		
Guarantee for Construction	<i>(insert variable or fixed)</i>	<input type="text"/>	Expiry date <input type="text"/>

AGREEMENT DETAILS

Sections	Total number / not applicable	<input type="text"/>	Last section	<input type="text"/>
Contractor issues	'JBCC® format Interim Payment Advices, the Final Payment Advice			
Principal Agent issues	'JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate(s) of Practical Completion and the Certificate(s) of Final Completion			

1.0 GUARANTEE for CONSTRUCTION (Variable)

1.1 Where a NSSA 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

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the subcontract sum) in the amount of:

Amount in words:

From and including the date of issue of this NSSA Guarantee for Construction and up to and including the date of issue of the interim payment advices certifying in excess of 50% of the contract sum

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the subcontract sum) in the amount of:

Amount in words:

From and including the day after the date of the aforesaid interim payment advice 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

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the subcontract sum) in the amount of:

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

Amount in words:

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

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 Advice where payment is due to the Subcontractor, whereafter this NSSA Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Contractor this NSSA 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 Guarantee validity period

2.0 GUARANTEE for CONSTRUCTION (Fixed)

2.1 Where a NSSA 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 the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

PERIOD OF LIABILITY

Maximum Guaranteed Sum (not exceeding 5,0% of the subcontract sum) in the amount of:

From and including the date of issue of this NSSA 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, whereafter this NSSA Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:-

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

3.2 Its obligation under this NSSA Guarantee for Construction is restricted to the payment of money

3.3 Reference to a Recovery Statement or a Interim or Final Payment Advice shall mean such advice issued by the Contractor. 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 Contractor 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 Contractor to the Subcontractor 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 Contractor intends to call upon the Guarantor to make payment in terms of

4.2 A written demand notice issued by the Contractor to the Guarantor at the Guarantor's physical address with a copy to the Subcontractor 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 Contractor 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 Contractor to receive payment in terms of the Agreement of the sum certified in

5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Contractor the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Contractor to the Guarantor at the Guarantor's physical address calling up this NSSA Guarantee for Construction stating that:-

5.1 The Agreement has been terminated due to the Subcontractor's default and that the NSSA Guarantee 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 Subcontractor and that the NSSA 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 payments 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 the Contractor shall within one hundred and twenty (120) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the NSSA 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 NSSA Guarantee for Construction shall bear interest at the prime overdraft rate of the Contractor's bank compounded monthly and calculated from the date payment at the prime overdraft rate of the Contractor's bank compounded monthly and calculated from the date of payment by the Guarantor to the Contractor 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 Contractor shall have the absolute right to arrange his affairs with the Subcontractor in any manner which the Contractor deems fit and the Guarantor shall not have the right to claim his release from this NSSA 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 connection with this Guarantee
- 11.0 This NSSA Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original-NSSA Guarantee for Construction form shall be returned to the Guarantor after it has expired
- 12.0 This NSSA 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 NSSA 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

Guarantor's Signatory 2

Witness

Witness

Guarantor's seal or stamp