

DEPARTMENT OF PUBLIC WORKS  
ANNEXURE TO PROGRESS PAYMENT

**PROJECT:** .....

..... **WCS:** .....

**ANNEXURE TO PROGRESS PAYMENT NO:** ..... **DATED:** .....

**MATERIALS AND GOODS (as defined in clause 1 of JBCC2005) / MATERIALS (as defined in clause 29.2 OF GCC2004 / clause 6.9.1 OF GCC2010) ON OR OFF SITE OR IN TRANSIT (JBCC2005) ON OR OFF SITE (GCC2004 / 2010)**

# Complete either A, B or C, depending on which is applicable.

**A.#** I, .....(Name in Block Letters)....., hereby declare that I am authorised, as per Resolution<sup>1</sup>, dated ....., of the Board of Directors, **to state** on behalf of:

.....Name of Contractor .....

**B.#** I, .....(Name in Block Letters)....., hereby declare that I, in the case of the Contractor being a Sole Proprietor or Partnership, am authorised, as per Power of Attorney<sup>2</sup>, dated ....., issued by the Owner(s), **to state** on behalf of:

.....Name of Contractor .....

**C.#** I, .....(Name in Block Letters)....., being the Sole Proprietor or Partner in a Partnership, trading as ..... (Trading Name of Contractor)....., **state:**

**that** the Materials and Goods (JBCC2005) / Materials (GCC2004 / GCC2010) listed below are meant for inclusion in the Works (JBCC2005) / Permanent Works (GCC2004 / GCC2010) of the project referred to above and further declare that:

- a) Ownership of the listed Materials and Goods / Materials has been passed to the Contractor and that the Contractor has legal title thereto;
- b) Upon the Contractor receiving due payment in terms of this Progress Payment, the Materials and Goods / Materials thus paid for will become the property of the Employer with full title;
- c) The listed Materials and Goods / Materials are fully insured against damage and loss;
- d) The Employer is hereby indemnified against any and all claims to, or in respect of, the listed Materials and Goods / Materials by reason of any defect in the Contractor's title to these or by reason of the Contractor's sequestration / liquidation;
- e) The listed Materials and Goods / Materials are clearly marked as being for the Works / Permanent Works, are being retained in a demarcated and protected area, fully protected against the weather, unsuitable conditions and unwanted infestation and the Employer is hereby indemnified against all damage or loss; and
- f) The Principle Agent has been placed in possession of a copy of the Resolution<sup>1</sup> / Power of Attorney<sup>2</sup> referred to above.

Signed: ..... Designation: .....

Date: .....

**List of Materials and Goods / Materials on or off site claimed by the Contractor as part of the Progress Payment cited above:**

Item	Description	Quantity	Amount
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