ANNEXURE B

MINOR WORKS AGREEMENT: CONTRACT DATA

Bills of Quantities &&
Tender Documents, including Main RFP & Specifications

Project : Electrical Maintenance Services

Employer : South African Revenue Service (SARS)

Contractor : Name of Successful Bidder

Contract Date : .....

File Code : .....

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The Joint Building Contracts Committee® - NPC
CONTRACT DATA
Minor Works Agreement
Edition 5.2 – June 2024

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit www.jbcc.co.za

Application of JBCC® agreements

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Minor Works Agreement and the JBCC® General Preliminaries. The information provided in this document by the principal agent is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Minor Works Agreement are shown in [square brackets] in this contract data e.g. [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements 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

Disclaimer

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A PROJECT INFORMATION

A 1.0 **Works** [1.1]

Project name	Electrical Maintenance Services
Reference number	
Works description	Electrical Maintenance Services as set out in the specifications to the Tender

A 2.0 **Site** [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 **Employer** [1.1]

Name	South African Revenue Service		
Legal entity of above	Government of RSA	Contact person	TBD
Business registration number	N/A	Telephone number	
VAT/GST number	N/A	Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X923		
	Niew Muckeneuk	Postal code	0181
Physical address	299 Bronkhorst Street		
	Nieuw Muckleneuk	Postal code	0181

A 4.0 **Principal agent** [1.1; 5.1]

Name	TBD		
Legal entity of above		Contact person	
Practice number	N/A	Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X923		
	Nieuw Muckleneuk	Postal code	0181
Physical address	299 Bronkhorst Street		
	Nieuw Muckleneuk	Postal code	0181

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A 5.0 Agent [1.1; 5.2]

Discipline	

Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 6.0 Agent [1.1; 5.2]

Discipline	

Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 5.2]

Discipline	

Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address	-		
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 5.2]

Discipline	

Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
	..	Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Yes

B 2.0 Law, regulations and notices [2.0]

Law applicable to the **works**, state country [2.1]	Law of Republic of South Africa

B 3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]	Rand

B 4.0 Documents [4.0]

The original signed **agreement** is to be held by the **principal agent** [4.2], if not, indicate by whom	
Number of copies of **construction information** issued to the **contractor** at no cost [4.5]	

Documents comprising the **agreement**	Page numbers
The **JBCC®** Minor Works Agreement, Edition 5.2 May 2018	1 to 19 - Annexure A
The **JBCC®** Minor Works Agreement - Contract Data, Edition 5.2 May 2018	1 to 11 - Annexure B
The **JBCC®** General Preliminaries for use with the **JBCC®** Minor Works Agreement, Edition 5.2 May 2018	1 to 7 - N/A
SARS Specific Clauses Addendum to JBCC Agreement	1 to 8 - Annexure C
Bills of Quantities & Personal Information Processing Addendum	Annexure D
Tender Documents, including Main RFP & Specifications	Annexure E
Project Plan	Annexure F
Drawings (where applicable)	Annexure G
Service Levels and Applicable Financial Penalties	Annexure H
Agreement in terms of section 37.2 of Occupational Health And Safety Act 85 of 1993	Annexure I

Contract drawings – description	Number	Revision	Date
As depicted in Annexure F			

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B 5.0 Employer's agents [5.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [5.2]
N/A

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [5.3]
N/A

B 6.0 Insurances [8.0]

Insurances by **employer**		Amount including **tax**	Deductible amount including **tax**
Contract works insurance:			
	New **works** [8.2.1] (**contract sum** or amount)	Bills of Quantities & Tender Documents, including Main RFP & Specifications N/A	
or	**Works** with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new **works)**	N/A	
	Direct contractors [13.0] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.12] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount			
Supplementary insurance [8.2.2]			
Public liability insurance [8.2.3]		R4 Million	R25 000.00
Removal of lateral support insurance [8.2.4]		N/A	N/A
Other insurances [8.2.5]			
Yes/no?	If yes, description 1	Contract Sum	100% of Contract sum
Yes/no?	If yes, description 2		

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B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/no?	Yes
If yes, description			
Restriction of working hours [10.1.3]		Yes/no?	Yes
If yes, description	The buildings of the work site to be operational		
Natural features and known services to be preserved by the **contractor** [10.1.4]		Yes/no?	Yes
If yes, description	works with excessive dust, noise, smell, pollusion may be allowed during arbnormal hours, Contractor to arrange with SARS Security		
Restrictions to the **site** or areas that the **contractor** may not occupy [10.1.5]		Yes/no?	Yes
If yes, description	Any other areas outside of the construction work site		
Supply of **free issue** [10.1.12]		Yes/no?	No
If yes, description			

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6] practical completion [15.0; 17.0] and penalties [18.0]

Practical completion for the **works** as a whole	Intended date of possession of the **site** [10.1.6]	Period for inspection by the **principal agent** [15.3]	Date for **practical completion** [15.1.1]	**Penalty** [18.1]
	Date	**working days**	Date	Penalty amount per **calendar day** (excl. **TAX**)

Criteria to achieve **practical completion** not covered in the definition of **practical completion**
All trade desciplines as stipulated in the Bills of Quantities (Annexure D) must be completed according to the quality standards applicable to the employer and industry. All necessary Certificates, Manuals and Guarantees must befully presented to the employer upon completion of installation works.

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B 10.0 Payment [19.0]

Date of month for issue of regular **payment certificates** [19.2]	

B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	
Applicable rules for adjudication [22.5.2]	
Arbitration [22.6.4] Name of nominating body	Association of Arbitration of South Africa
Applicable rules for arbitration [22.6.5]	

B 12.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes/no?	Yes
Availability of construction information [P2.3]		Yes/no?	Yes
Previous work - dimensional accuracy - details [P3.1]			N/A
Previous work - **defects** - details [P3.2]			N/A
Inspection of adjoining properties - details [P3.3]			N/A
Handover of **site** in stages - specific requirements [P4.1]			Yes
Enclosure of the **works** - specific requirements [P4.2]			Yes
Geotechnical and other investigations - specific requirements [P4.3]			N/A
Existing premises occupied - details [P4.5]			Yes
Services - known - specific requirements [P4.6]			N/A
Water [P8.1]	By **contractor**	Yes/no?	No
	By **employer**	Yes/no?	Yes
	By **employer** – metered	Yes/no?	No
Electricity [P8.2]	By **contractor**	Yes/no?	No
	By **employer**	Yes/no?	Yes
	By **employer** – metered	Yes/no?	No
Ablution and welfare facilities [P8.3]	By **contractor**	Yes/no?	No
	By **employer**	Yes/no?	Yes
Communication facilities - specific requirements [P8.4]			Email Cell phone calls Whatsapp
Protection of the **works** - specific requirements [P11.1]			

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Protection / isolation of existing **works** and **works** occupied in **sections -** specific requirements [P11.2]	
Disturbance - specific requirements [P11.5]	
Environmental disturbance - specific requirements [P11.6]	

B 13.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**
Amendments made to clauses 8,9,10,19 & 21 of Annexure A (JBCC Agreement) to ensure that the employer, as an organ of state, complies with the public procurement prescripts, including Public Finanace Management Act 1 of 1999 and its Regulations, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations, as well as Treasury Instructions.

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C TENDER CLOSING

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

D TENDERER'S SELECTIONS

D 1.0 Securities [9.0]

Guarantee for construction: Select Option A or B [B]

Option A	**Guarantee for construction** (variable) by **contractor** [9.1.1]
Option B	**Payment reduction** [9.1.2]

Guarantee for payment by **employer** [9.2]	Amount	
Advance payment, subject to a **guarantee for advance payment** [9.4]	Amount	

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 **contractor**'s annual holiday period	start date		end date	
Year 2 **contractor**'s annual holiday period	start date		end date	
Year 3 **contractor**'s annual holiday period	start date		end date	

D 3.0 Payment of preliminaries [19.0]

Contractor's selection

Select Option A or B [ ]

Where the **contractor** does not select an option, Option A shall apply

Option A	The **preliminaries** shall be paid in accordance with an amount prorated to the value of the **works** executed in the same ratio as the amount of the **preliminaries** to the **contract sum**, which **contract sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio

Option B	The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the rate of progress of the **works**

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

D 4.0 Adjustment of preliminaries [20.6.3]

Contractor's selection

Select Option A or B [ ]

Where the **contractor** does not select an option, Option A shall apply

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Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender

Option B	A detailed breakdown of the **preliminaries** amounts within fifteen (15) **working days** of possession of the **site**. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment**, establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme**

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The **preliminaries** shall be adjusted in accordance with the allocation of **preliminaries** amounts provided by the **contractor,** apportioned to **sections** where completion in **sections** is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the **contract value** as compared to the **contract sum**. Both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4]

Option B	The adjustment of **preliminaries** shall be based on the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the **preliminaries** per **section** is not provided, the categorised amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent**

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

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E FORM OF TENDER

E 1.0 Tenderer's details

Name	Successful Bidder Name & Details		
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

E 2.0 Acceptance of tender conditions

By submission of this tender to the **employe**r the tenderer offers and agrees to execute and complete the **works** and to remedy any **defect**s in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for forty-five (45) **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

E 3.0 Tender amount compilation

			Amount
Tenderer's work excluding **tax**			
Tax	15	%	
Total tender amount including **tax**			
Total tender amount including **tax**, in words			

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

Signature	Witness		Place		
Name				Date	

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E 4.0 Tender qualifications

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