



MINOR WORKS AGREEMENT: CONTRACT DATA

Project

Employer

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC

**CONTRACT DATA
Minor Works Agreement
Edition 5.2 - May 2018**

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 eg [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

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Electrical installation upgrade
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	Brooklyn, Pretoria
Site address	299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria
Local authority	City of Tshwane

A 3.0 Employer [1.1]

Name	South African Revenue Service		
Legal entity of above	SARS	Contact person	Themba Nsele
Business registration number	n/a	Telephone number	012-422 4629
VAT/GST number	n/a	Mobile number	
Country	South Africa	E-mail	tnsele@sars.gov.za
Postal address	x923 Pretoria	Postal code	0001
	Lehae la SARS		
Physical address	Pretoria	Postal code	0001

A 4.0 Principal agent [1.1; 5.1]

Name	Plantech (Pty) Ltd		
Legal entity of above	Plantech	Contact person	Frederik Strydom
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 5.0 Agent [1.1; 5.2]

Discipline

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

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement

Bill of Quantities - Standard system of measuring building work
2015 7th edition

B 2.0 Law, regulations and notices [2.0]

Law applicable to the **works**, state country
[2.1]

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

The **JBCC®** Minor Works Agreement - Contract Data, Edition 5.2 May 2018

1 to 11

The **JBCC®** General Preliminaries for use with the **JBCC®** Minor Works
Agreement, Edition 5.2 May 2018

1 to 7

Contract drawings – description

Number

Revision

Date

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]

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

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)		
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)		
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [8.2.2]			
Public liability insurance [8.2.3]			
Removal of lateral support insurance [8.2.4]			
Other insurances [8.2.5]			
Yes/no?		If yes, description 1	
Yes/no?		If yes, description 2	

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	Employees will be present		
Restriction of working hours [10.1.3]		Yes/no?	Yes
If yes, description	Some work to be strictly done after hours		
Natural features and known services to be preserved by the contractor [10.1.4]		Yes/no?	
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [10.1.5]		Yes/no?	Yes
If yes, description	Data centre		
Supply of free issue [10.1.12]		Yes/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)
				2000

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

Certificate of compliance

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificates [19.2]	
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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	
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 Drawings
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]	n/a	
Enclosure of the works - specific requirements [P4.2]		
Geotechnical and other investigations - specific requirements [P4.3]		
Existing premises occupied - details [P4.5]	Employees on site during working hours	
Services - known - specific requirements [P4.6]		
Water [P8.1]	By contractor	Yes/no?
	By employer	Yes/no?
	By employer – metered	Yes/no?
Electricity [P8.2]	By contractor	Yes/no?
	By employer	Yes/no?
	By employer – metered	Yes/no?
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?
	By employer	Yes/no?
Communication facilities - specific requirements [P8.4]		
Protection of the works - specific requirements [P11.1]	Must be implemented against areas at direct proximity to construction site.	

Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	For sections at direct proximity to site area
Disturbance - specific requirements [P11.5]	Must be limited during office hours
Environmental disturbance - specific requirements [P11.6]	

B 13.0 Changes made to JBCC® documentation

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 ☐

Option A	Guarantee for construction (variable) by contractor [9.1.1]
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Option B	Payment reduction [9.1.2]
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Guarantee for payment by employer [9.2]	Amount	
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Advance payment, subject to a guarantee for advance payment [9.4]	Amount	
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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
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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
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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

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	<p>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</p> <p>Fixed - An amount which shall not be varied</p> <p>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</p> <p>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]</p>
Option B	<p>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]</p> <p>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</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>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</p>
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

E FORM OF TENDER

E 1.0 Tenderer's details

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

E 2.0 Acceptance of tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** 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		%
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	

E 4.0 Tender qualifications

