



## PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project ORTIA SCANNER Office Alterations

Employer South African Revenue Service

Contractor

Contract Date TBC

File Code N/A

## CONTRACT DATA

### Principal Building Agreement

Edition 6.2 - 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

#### Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building 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® Principal Building 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® Principal Building 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® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

#### Warning!

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

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	ORTIA Aircargo Scanner
Reference number	N/A
Works description	office alterations to existing state warehouse at OR Tambo International Airport.

### A 2.0 Site [1.1]

Erf / stand number	Portion 282
Township / Suburb	Farm Witpoortjie 64 - IR
Site address	International cargo terminal Voortrekker road Kempton Park
Local authority	Ekuruleni Metropolitan Municipality

### A 3.0 Employer [1.1]

Name	South African Revenue Service		
Legal entity of above	SARS	Contact person	Molapo Matheale
Business registration number	N/A	Telephone number	
VAT/GST number	N/17	Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X 923 Pretoria	Postal code	0001
Physical address	578 Fehrson street Brooklyn Bridge	Postal code	

### A 4.0 Principal agent [1.1]

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 5.0 Agent** [1.1; 6.2]

Discipline

*Mechanical Engineer (TBC)*

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; 6.2]

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; 6.2]

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; 6.2]

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 9.0 Agent** [1.1; 6.2]

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 10.0 Agent** [1.1; 6.2]

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 11.0 Agent** [1.1; 6.2]

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 12.0 Agent** [1.1; 6.2]

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	7th Edition 2015
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### B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	Rand
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### B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	1

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contract drawings – description (Tender drawings)	Number	Revision	Date
• Ground floor – layout	A 100 C		
• Ground floor – Partitions	A 101 C		
• Ground floor – Demolish	A 102 C		
• Wall + floor – Finishes	A 200 C		
• Electrical – Lighting Layout	A 400 C		
• Electrical – Cable way layout	-		
• Electrical – Distribution board Schematic	-		
• Electrical – Small Power Layout	-		
• Electrical – Warehousing design	-		

## B 5.0 <sup>Representatives</sup> Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

→ Makpa Mathealira → Project Manager  
 Tebogo Paale → Architect  
 Bongani Sikhosana → Electrical Engineer

Principal agent's and agents' interest or involvement in the **works** other than a professional interest [6.3]

N/A

## B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)	40,000,000	25,000
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] 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 [10.1.2; 10.2]			
Public liability insurance [10.1.3; 10.2]		395,000,000	N/A
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/no?		If yes, description 1	
Yes/no?		If yes, description 2	

and/or

Insurances by <b>contractor</b>		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	<b>Free issue</b> [10.1.1; 10.2] 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 [10.1.2]			
Public liability insurance [10.1.3]			
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]:			
Yes/no?	If yes, description 1		
Yes/no?	If yes, description 2		

**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	YES
If yes, description	Warehouse section will be operating scanning activities		
Restriction of working hours [12.1.2]		Yes/no?	YES
If yes, description	Applicable working hours limited to 7:30 - 16:00 during week days		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	NO
If yes, description			
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	YES
If yes, description	AIRSIDE AREA		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	NO
If yes, description	N/A.		



**B 8.0 Nominated subcontractors [14.0]**

Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Direct contractors [16.0]**

Extent of work [12.1.11]	IT Installation (Network, cabling + servers)
Extent of work [12.1.11]	Security Installations (Access control + cameras)
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

**B 10.0 Description of sections [20.1]**

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section	Remainder of the works

**B 11.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalties [24.0]**

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	1 June 2020 (TBC)	3	TBC	R2500.00

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

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

All Trade disciplines as contemplated in the Bills of Quantity must be completed within Acceptable quality standards to SARS

## B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	TBC		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	NO	
If yes, method to calculate	N/A		

## B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	
Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10]	
Name of nominating body	ASSOCIATION OF ARBITRATORS SA
Applicable rules for arbitration [30.7.5]	

## B 14.0 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 of previous contract(s) [P3.1]				
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]		N/A		
Inspection of adjoining properties - details [P3.3]		N/A		
Handover of <b>site</b> in stages - specific requirements [P4.1]		N/A		
Enclosure of the <b>works</b> - specific requirements [P4.2]		YES		
Geotechnical and other investigations - specific requirements [P4.3]		N/A		
Existing premises occupied - details [P4.5]		WAREHOUSE SECTION		
Services - known - specific requirements [P4.6]		N/A		
Water [P8.1]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	Yes	
	By <b>employer</b> – metered	Yes/no?	No	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	Yes	
	By <b>employer</b> – metered	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	Yes	
Communication facilities - specific requirements [P8.4]		E-mail Cellphone calls Whats App		
Protection of the <b>works</b> - specific requirements [P11.1]				
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				
Environmental disturbance - specific requirements [P11.6]				

**B 15.0 Changes made to JBCC® documentation**

Reference may be made to other documents forming part of this agreement

1. Paragraph 12.1.1 on page 11 of the **PBA** - This paragraph should be deleted as SARS will not be providing a guarantee for payment.
2. Paragraph 12.1.8 on page 11 of the **PBA** - This paragraph should be deleted as SARS will not be making any advance payments
3. Paragraph 25.10 on page 22 - Fourteen (14) days should be changed to thirty (30) days
4. Clause 11.1.1 and 11.1.2. Payment reduction method will apply.

## 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 [11.0]

Guarantee for construction: Select Option A or B ☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Amount
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	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 [25.0]

Select Option A or B ☐ Where the **contractor** does not select an option, Option A shall apply

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by the <b>principal agent</b> , an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
Option B	An amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>bills of quantities</b> or the <b>priced document</b> to identify an initial establishment charge, a time based charge and a final disestablishment charge. Payment of the time-based charge shall be adjusted from time to time as may be necessary to take into account the progress of the <b>works</b>

### D 4.0 Adjustment of preliminaries [26.9.4]

Select Option A or B ☐ Where the **contractor** does not select an option, Option A shall apply

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/or value 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**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with an allocation of <b>preliminaries</b> amounts to be provided by the <b>contractor</b> within fifteen (15) <b>working days</b> of the date of acceptance of the tender as follows:</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied;</li> <li>- An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>;</li> <li>- An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> as compared to the number of <b>calendar days</b> in the initial <b>construction period</b></li> </ul> <p>Where the above-mentioned information is not provided the following allocation of <b>preliminaries</b> amounts shall apply:</p> <ul style="list-style-type: none"> <li>- Ten per cent (10%) shall not be varied</li> <li>- Fifteen per cent (15%) shall be varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b></li> <li>- Seventy-five per cent (75%) shall be varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> as compared to the number of <b>calendar days</b> in the initial <b>construction period</b></li> </ul> <p>Where completion in <b>sections</b> is required the <b>contractor</b> shall provide an apportionment of <b>preliminaries</b> per <b>section</b>. Should the <b>contractor</b> fail to provide the apportionment of <b>preliminaries</b> per <b>section</b> the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>The <b>preliminaries</b> shall be adjusted in accordance with a detailed breakdown of <b>preliminaries</b> amounts for the <b>works</b> or of a <b>section</b> to be provided by the <b>contractor</b> within fifteen (15) <b>working days</b> of possession of the <b>site</b>. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of <b>construction equipment</b>, all in terms of the <b>programme</b></p> <p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for <b>practical completion</b>)</p> <p>Where the <b>contractor</b> does not provide the detailed breakdown of <b>preliminaries</b> within the period stated, Option A shall apply</p>

## E FORM OF TENDER

### E 1.0 Tenderer's details

Name			
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 **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 <b>tax</b>		
<b>Tax</b>		%
Total tender amount including <b>tax</b>		
Total tender amount including <b>tax</b> , in words		

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

Signature	Witness	Place	
Name		Date	

## E 4.0 Tender qualifications

