CONTRACT DATA

used in conjunction with the

JBCC® Minor Works Agreement

Edition 5.1 - published March 2014

Preface

JBCC® Constituents

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 experiences to the compilation of JBCC® documents. 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. The constituents are:

- Association of Construction Project Managers
- Association of South African Quantity Surveyors
- Consulting Engineers South Africa
- Master Builders South Africa
- South African Black Technical and Allied Careers Organisation
- South African Institute of Architects
- South African Property Owners Association
- Specialist Engineering Contractors Committee

Application of JBCC® Contract Documents

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text shall bear the meaning assigned to it in the definitions of such Agreement. Where a word or phrase is not in bold type it shall bear 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. 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 may 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 5.1 and the Contract Data Edition 5.1 have been coordinated with JBCC® Certificates and other support documents. Forms from previous editions or the JBCC® Principal Building Agreement and/or the JBCC® N/S Subcontract Agreement edition 6.1 are not compatible with the MWA Edition 5.1.

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### A TENDER INFORMATION

#### A1 Project name

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#### A2 Works description

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#### A3 Site description

<table>
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<tr>
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<td>Local authority</td>
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<tr>
<td>Street address</td>
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#### A4 Employer

- **Name**: 
- **Business-eg: public company**: 
- **Business registration number**: 
- **VAT/GST**: 
- **Contact person**: 
- **E-mail**: 
- **Registered street address**: 
- **Postal address**: 
- **Telephone**: 
- **Fax**: 
- **Code**: 

#### A5 Principal agent

- **Name**: 
- **Practice registration number**: 
- **VAT/GST**: 
- **Contact person**: 
- **E-mail**: 
- **Registered street address**: 
- **Postal address**: 
- **Telephone**: 
- **Fax**: 
- **Code**: 

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### A6: Agent Details

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<th>VAT/GST</th>
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B  CONTRACT DATA

Clause references apply to the JBCC® Minor Works Agreement Edition 5.1 (MWA) published March 2014
Only clauses in the MWA requiring the provision of information [CD] are quoted below

2.0  Law, regulations and notices
2.4/19.13 Law of the country applicable to the project

4  Contract documents
4.1 Signed contract documents held by the principal agent, or
4.3 Number of copies of documents issued free to the contractor

Priced document
Lump sum priced document, or
Priced bills of quantities (BoQ)
System/method of measurement

Contract documents comprising …

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<th>Description</th>
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Contract drawings - description

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NOTE: If insufficient space, please see annexure …

5.0  Employer's agents
5.3 Description of interests of agents in the project other than professional services, if applicable
### 8.3 Insurances by the employer

<table>
<thead>
<tr>
<th>Obligation</th>
<th>Currency</th>
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<tbody>
<tr>
<td></td>
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<td>contract sum</td>
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</table>

- Contract Works Insurance (CWI) (including **materials and goods**, temporary works)
- Allowance for professional fees and escalation of the insured value at 25% pa, or ? %
- **Free issue** material at new replacement value, added to CWI, where applicable
- **Employer** owned surrounding property (care, custody, control or worked on)
- Public Liability Insurance (each and every claim OR unlimited / value ?)
- Supplementary Insurance (incl. CWI extensions)
- Removal of Lateral Support Insurance
- Other:

#### Policy deductibles

<table>
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<tr>
<th>Description</th>
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<td>- Employer</td>
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<td>- Public Liability</td>
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<td>- Removal of Lateral Support</td>
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<td>- Other:</td>
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### 9.0 Security

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9.1/9.3 The **contractor** shall provide a **Guarantee for Construction** to the **employer**.

### 10.0 The employer

10.1.3 Description of **free issue** by **employer**

(Appoint separate page for multiple items)

### 10.0 Site information

10.1.3 Premises occupied - yes/no? identify area

10.1.4 Relevant natural features to be retained/relocated/removed

10.1.5 Utilities connections provided?

10.1.6 Areas the **contractor** may not occupy?

---

**NOTE:** If insufficient space, please see annexure …

### 13.0 Direct contractors

13.1.1 **Employer** to define extent of work by a **direct contractor**

13.1.2 Specialisation:

13.1.2 Specialisation:

**NOTE:** If insufficient space, please see annexure …
15/18 Practical completion / penalty for late completion

10.1.7 Possession of the site - intended date

18.2 Practical completion of the works as a whole

15.0 Practical completion

15.1.1 Items that do not have to be complete to achieve practical completion

Criteria to achieve practical completion

15.1.1

<table>
<thead>
<tr>
<th>Notice to inspect</th>
<th>Date for practical completion</th>
<th>Penalty Currency</th>
<th>Penalty Amount / calendar day</th>
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</thead>
</table>

Due date / yyyyymmdd

19.0 Payment

19.0 Currency

19.2 Issue of regular payment certificates on

19.3.2 Materials and goods off site - paid subject to ...

Guarantee for Advance Payment provided?

22.0 Dispute resolution

22.1 Alternative dispute resolution organisation

Changes made to JBCC® documentation

Note: The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.”

NOTE: If insufficient space, please see annexure …
C TENDER CLOSING

Tender closing: date

Tender closing: time

SUBMISSION ADDRESS

Delivered in electronic format? yes / no?

E-mail address

Alternate offer considered? yes / no?

Only if original tender submitted

D TENDERER'S SELECTION (to be completed by the tenderer)

9.0 Securities

9.3.1 Guarantee for Construction (variable)

9.3.2 or Payment reduction, where no security is provided

9.4 Guarantee for Advance Payment

(Where the contractor requests the employer to pay a deposit for materials and goods)

Purpose

Currency

Amount

9.5 Guarantee for Payment

To be provided by the employer

Currency

Amount

17.4 Date for Practical completion ... contractor's holiday periods?

(For consideration by the principal agent in the revision of the date for practical completion)

Contractor's annual holiday period - year 1

from ... until...

Contractor's 'other' holiday period - year 1

from ... until...

20.0 Adjustment of Preliminaries

20.0 Adjustment of preliminaries

20.5.3 Assessed by principal agent, an amount pro rated as preliminaries to the contract sum, (incl tax), excluding preliminaries and contingencies

Adjustment of preliminaries

20.5.3 The contractor shall provide a breakdown of charges (incl tax) within 15 working days of the date of acceptance of tender, excluding preliminaries and contingency amounts.

Where the contractor fails to provide such information within the specified period the amount for preliminaries shall be subdivided in the following proportions by the principal agent:

- 10% of the amount shall not be varied
- 15% varied in proportion of the contract value to the contract sum
- 75% varied in proportion to the revised construction period compared to the initial construction period ...

For a lump sum contract, where the contractor fails to identify the preliminaries amount, such amount shall be deemed to be seven and one half percent (7.5%) of the contract sum excluding any contingency amounts and tax.
Notes

1. By submission of this tender to the employer the tenderer offers and agrees to execute and complete the works and remedy any defects in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed.

2. The tender shall remain in full legal force for thirty (30) calendar days from the closing date of the tender. The tenderer accepts liability for damages that may be suffered by the employer should the tender validity period not be honoured.

3. The lowest or any offer will not necessarily be accepted by the employer - nor need reasons be given for such a decision.

4. Annexures … marked

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<tr>
<td>B</td>
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</table>

TENDER SUM COMPILATION

Tenderer’s work excluding tax

<table>
<thead>
<tr>
<th>Currency</th>
<th>amount</th>
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</table>

Tax … at percentage

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</table>

Total TENDER SUM inclusive of tax

<table>
<thead>
<tr>
<th>amount</th>
</tr>
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</table>

Tender sum in words

(print)

TENDERER

Capacity by its SIGNATURE warrants authority thereto

Date

Location

WITNESS

print name

Capacity

SIGNATURE

Date

Location

TENDERER’S DETAILS

Name

Business-eg: public company

Business registration number

VAT/GST number

Contact person

Personal ID number

Mobile

E-mail

Registered street address

Postal address

Telephone

Fax

Code

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