

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
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 changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as 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 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

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

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

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	UNISA SUNNYSIDE REDEVELOPMENT – BULK SERVICES
Reference number	TBA
Works description	The works consist of the construction of Bulk Services to various erven at the UNISA Sunnyside Campus. The Bulk Services consist of the following works, Stormwater, Wastewater, Water Supply and Roads .

A 2.0 Site [1.1]

Erf / stand number	Various Erven at the UNISA Sunnyside Campus Muckleneuk. (Refer to the tender drawings)
Township / Suburb	MUCKLENEUK
Site address	Normaal Street, Sunnyside, Pretoria
Local authority	City of Tshwane

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	University of South Africa		
Business registration number	Not Applicable		
VAT/GST number	4360102869		
Country	South Africa		
Employer's representative: Name	Priti Makan Vassan		
E-mail	bhoolp@unisa.ac.za	Telephone number	011 471 3697
Mobile number			
Postal address	P.O. Box 392 UNISA	Postal code	0003
Physical address	Preller Street, Muckleneuk Ridge, City of Tshwane		
		Postal code	0003

A 4.0 Principal agent [1.1]

Name	Javangwe Advisory & Intermediary Services		
Legal entity of above	TBA	Contact person	Wilson Javangwe
Practice number	TBA	Telephone number	
		Mobile number	071 497 2715
Country	South Africa	E-mail	wj@javangwe.com
Postal address	P.O. Box 584, Johannesburg		
		Postal code	2 000
Physical address	TBA		
		Postal code	TBA

A 5.0 Agent [1.1; 6.2]	Discipline	Architect
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Name	Javangwe Advisory & Intermediary Services		
Legal entity of above		Contact person	Wilson Javangwe
Practice number		Telephone number	
		Mobile number	071 497 2715
Country	South Africa	E-mail	wj@javangwe.com
Postal address	P.O. Box 584, Johannesburg		
		Postal code	2 000
Physical address	TBA		
		Postal code	TBA

A 6.0 Agent [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	Enyuka Construction Consulting		
Legal entity of above	Pty Ltd	Contact person	Vijay Singh
Practice number	2009/024825/07	Telephone number	011 234 1087
		Mobile number	082 4600064
Country	South African	E-mail	Vijay.singh@enyukaqs.co.za
Postal address	P.O. Box 55283 Northlands		
		Postal code	2116
Physical address	Block C, 151 on 5 th Cnr 5 th & Park Lane, Sandown, Johannesburg		
		Postal code	2116

A 7.0 Agent [1.1; 6.2]	Discipline	Civil & Structural Engineers
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Name	Afri- Coast Consulting Engineers		
Legal entity of above	Pty Ltd	Contact person	Thomas Jachens
Practice number	TBA	Telephone number	041 505 8000
		Mobile number	083 630 2613
Country	South Africa	E-mail	thomas@africoats.com
Postal address	P.O. Box 5140 Walmer		
		Postal code	6065
Physical address	34 Main Gold Street, Newton Park		
		Postal code	6065

A 8.0 Agent [1.1; 6.2]	Discipline	Electrical Engineering
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Name	Motla Consulting Engineers		
Legal entity of above	Pty Ltd	Contact person	Jaco Alberts
Practice number		Telephone number	012 663 1328
		Mobile number	082 920 3219
Country	South Africa	E-mail	jacoA@motla.co.za
Postal address	P.O. Box 10914, Centurion		
		Postal code	0040
Physical address	Block F, Lyttetown, Office Park 262 Shelanti , Centurion		
		Postal code	0040

A 9.0 Agent [1.1; 6.2]

Discipline Mechanical, Fire and Wet Services Engineers

Name	Legegeru Industries		
Legal entity of above	Pty Ltd	Contact person	Donald Legegeru
Practice number		Telephone number	TBA
		Mobile number	083 612 3527
Country	South Africa	E-mail	donald@livworld.co.za
Postal address	Private Bag X16 , Suite 26 Brandhof		
		Postal code	9324
Physical address	877 Wonder Park Estate, First Avenue Karen Park		
		Postal code	9324

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	SANS 1200
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B 2.0 Law, regulations and notices [2.0]

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

Currency applicable to this agreement [3.2]	South African 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]	One / 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 for Organs of State and other Public Sector Bodies, 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
Occupational Health and Safety Specifications	

Contract Drawings	Number	Revision	Date
1. Bulk Sewer Layout – P9951-SEW-GA-02- TEN 04			
2. Proposed Roads Layout – P 9951 RD -GA 02-TEN 02			
3. Transition Chamber Details P 9951 -SW-DET-001-TEN -01			
4. Proposed Bulk Stormwater Layout – P 9951 -SW-GA-002 TEN 02			
5. Proposed Bulk Stormwater System Long Section – P9951 -SW-LS -01 TEN -02			

6. Bulk water layout P 9951-WAT -GA-02-TEN 04			
Standard Details – Roads			
1. Kerb Details	STD 007-1of 1		
2. Kerb Details	STD 007-2of 2		
3. Walkways & Cycle Tracks	STD 008- 1of1		
4. Fencing and Gates	STD 014- 2 of 3		
5. Bus and Taxi Bays	STD 015 – 1 of 1		
6. Traffic Calming Measure	STD 016 1of 1		
7. Traffic Calming Measure	STD 016 13 of 7		
8. Sign Boards	STD 018 2of 3		
9. Cul De Sac	STD 021 2of 2		
Standard Details – Sewer			
1. Manhole Details of Sewer	7515-S203		
2. Sewer Pipe Trench and Bedding	7515 -S205		
3. Typical Sewer Layout	7151 -S208		
4. Lamhole details & Sewer	7515- S209		
5. Typical Sewer Connection	7515-S210		
Standard Stormwater – Details			
1. Pipe Design Table	PLN 003 1 of 1		
2. Typical Storm water	STD 002- 1of 1		
3. Catchpit Details	STD 003 1of 2		
4. Catchpit Details	STD 003 2of 2		
5. Junction Box	STD 004 3of 3		
6. Junction Box	STD 004 6of 7		
7. Junction Box	STD 004 7of 7		
8. Trenching Stormwater	STD 006 1 of 1		
9. Erosion Protection	STD 012 1of 1		
10. Road and Surface Drainage	STD 017 3 of 4		
Standard Water Details			
1. Brick Valve Chamber	7515 VC 200		
2. Brick valve Chamber	7515 VC 201		
3. Reinforced Concrete Valve Chamber	7515 VC 207		
4. RC Valve	7515 VC 208		
5. Water Meter detail	7515 W 207		
6. Fire Hydrant	7515 W 208		
7. Thrust Blocks	7515 W 210		
8. Typical Bedding details	7515 W 211		

B 5.0 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]
None

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes/no?	No			
Contract works insurance:				
		New works [10.1.1] (contract sum or amount)		
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]				
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 contractor			Amount including tax	Deductible amount including tax
Yes/no?	YES			
	New works [10.1.1] (contract sum or amount)		Contract Sum +15%	By contractor
or	Works with practical completion in sections [10.2](contract sum or amount)		N/A	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		N/ A	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] 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 [10.1.2] SASRIA				
Public liability insurance [10.1.3]			R 5 million	
Removal of lateral support insurance [10.1.4]			R 2 million	
Other insurances [10.1.5]: Refer B17.0				
Yes/	Yes	If yes, All Insurance requirement related to the use of explosive and blasting of building.	To be determined by the contractor	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	YES
If yes, description		Subject to the Municipal Bye Laws.	
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	No
If yes, description			
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	If yes, description of specialisation

B 9.0 Selected subcontractors [15.0]

Yes/no?	No		If yes, description of specialisation

B 10.0 Direct contractors [16.0]

Yes/no?	No		If yes, description of extent of work

B 11.0 Description of sections [20.1]

Section 1	NOT APPLICABLE	
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section		

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	15 months	Penalty amount per calendar day (excl. tax)

[12.1.7] Possession of the site	To be Determined
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[12.1.7] Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (2.1; 12.2.2-3; 12.2.5-6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.

Documentation required before Commencement of the Works:

[12.2.2 to 12.2.6] The time to submit the documentation required before commencement with Works execution is:	10	Calendar days
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[12.2.2] Priced Bill of Quantities	The Contractor shall deliver his Priced Bill of Quantity with the Tender Submission at date of closing of the bid.
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[12.1] Health and Safety Plan	The contractor shall deliver his Health and Safety Plan for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
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[12.2.3] Guarantee	The contractor shall deliver his Guarantee (Security) for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
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[12.2.5] Insurance	The contractor shall deliver his Insurances for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
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[12.2.6] Programme	The contractor shall deliver his Programme for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
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[12.2.6] Cash Flow by Contractor	The contractor shall deliver his Cash Flow for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
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[12.2.6] Other Requirements by Contractor	The contractor will be responsible to obtain all regulatory and statutory approval, permits, notices and the like related to the demolition of the building.
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or where **sections** are applicable **NOT APPLICABLE**

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

19.0/ 20.0 Practical completion / penalty for late completion

[19/20] The Date for Practical Completion is:	Fifteen (15) months from date that the site is handed over to the contractor.
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[24] Penalty currency penalty amount.	Refer to the Calculation of Penalties table.
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Penalties Tables

Calculation Period	Rate per R100 of Estimate
1 Month	27.,5 cents
1,5 Months	22 cents
2 Months	16,5 cents
2,5 Months	13,5 cents
3 Months	11 cents
3.5 Months	9,5 cents
4 Months	8,5 cents
4,5 Months	7,5 cents
5 Months	6,25 cents
6 Months	5,75 cents
7 Months	4,75 cents
8 Months	4 cents
9 Months	3,75 cents
10 Months	3,5 cents
11 Months	3 cents
12 Months	2,75 cents
14 Months	2,5 cents
15 Months	2,25 cents
16 Months	2 cents
18 Months	1,75 cents
20 Months	1,5 cents
21 Months	1,5 cents
24 Months	1,25 cents
30 Months	1 cents
36 Months	1 cents
42 Months	1 cents

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	No
If yes, description of applicable elements			

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th of the month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes		
If yes, method to calculate	Haylett Formula with indices published by Statistics South Africa P 0151.		
Employer shall pay the contractor within: [25.10]	Forty-Five (45) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	No		
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	Association of Arbitrators (South Africa)
Applicable rules for arbitration [30.7.5]			

B 16.0 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 - defects - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]	The contractor will be responsible to inspect the adjoining properties and report defects prior to blasting and demolition.		
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	YES
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Electricity [P8.2]	By contractor	Yes/no?	YES
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	YES
	By employer	Yes/no?	

Communication facilities - specific requirements [P8.4]	
Protection of the works - specific requirements [P11.1]	
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 17.0 Changes made to JBCC® documentation

1.1 Definitions

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

Clause 1.0

Pricing of Bills of Quantities

Clause 11.

The Employer will not provide to the contractor a guarantee for payment.

Clause 12

Office Accommodation
Notice Boards
Statutory and Other Notices

Clause 16

Direct Contractors

Clause 17

Site Instructions

Clause 23

Substitution of materials and goods

Clause 25

The Employer will pay the contractor with forty five calendar (45)b of the payment certificate.

C TENDERER'S SELECTIONS

C 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]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 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	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

C 4.0 Adjustment of preliminaries [26.9.4]

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