

ANNEXURE B

JBCC Principal Building Agreement Contract Data

ANNEXURE "B" : JBCC PBA Contract Data

The Conditions of Contract are the **JBCC® Principal Building Agreement (Edition 6.2 of May 2018)** prepared by the Joint Building Contracts Committee®.

Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Principal Building 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® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. 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 Tender Document with annexes, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Clause	
A	PROJECT INFORMATION
A 1.0	<p><u>Works [1.1] :</u></p> <p>Project name: Restoration, refurbishment and alterations to the Old Chemistry Building.</p> <p>Reference number: Refer to Tender Cover Page</p> <p>Works description: Restore and repair existing historic building's roof, external façade, external windows and doors. Alterations to northern part of the building for new Career Service Centre and upgrading existing CSC Offices.</p>
A 2.0	<p><u>Site Description [1.1] :</u></p> <p>Erf / Stand No: University of Pretoria Main Campus</p> <p>Township / Suburb: Hatfield, Pretoria</p> <p>Site / Street Address: Corner of Lynnwood Road and Roper Street Hatfield Pretoria</p> <p>Local Authority: City of Tshwane</p> <p>Code: 0083</p>

<p>A 3.0</p>	<p><u>Employer [1.1] :</u></p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Business registration number.: _____</p> <p>VAT number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 4.0</p>	<p><u>Principal Agent [1.1] :</u></p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 5.0</p>	<p><u>Agent [1.1; 6.2] :</u></p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 6.0</p>	<p><u>Agent [1.1; 6.2] :</u></p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>

<p>A 7.0</p>	<p><u>Agent [1.1; 6.2] :</u> _____</p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 8.0</p>	<p><u>Agent [1.1; 6.2] :</u> _____</p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 9.0</p>	<p><u>Agent [1.1; 6.2] :</u> _____</p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>
<p>A 10.0</p>	<p><u>Agent [1.1; 6.2] :</u> _____</p> <p>Name.: _____</p> <p>Legal entity of above.: _____</p> <p>Practice number.: _____</p> <p>Country.: _____</p> <p>Contact Person.: _____</p> <p>Tel no.: _____ Cell No.: _____ E-mail.: _____</p> <p>Postal address.: _____ Code.: _____</p> <p>Physical address.: _____ Code.: _____</p>

A 11.0	<u>Agent [1.1; 6.2] :</u> Name.: _____ Legal entity of above.: _____ Practice number.: _____ Country.: _____ Contact Person.: _____ Tel no.: _____ Cell No.: _____ E-mail.: _____ Postal address.: _____ Code.: _____ Physical address.: _____ Code.: _____
A 12.0	<u>Agent [1.1; 6.2] :</u> Name.: _____ Legal entity of above.: _____ Practice number.: _____ Country.: _____ Contact Person.: _____ Tel no.: _____ Cell No.: _____ E-mail.: _____ Postal address.: _____ Code.: _____ Physical address.: _____ Code.: _____

Each item of data given below is cross-referenced to the clause in the **JBCC** Principal Building Agreement to which it mainly applies.

Clause	
B	CONTRACT DATA
B 1.0	Definitions [1.1] : Bills of quantities : System/Method of measurement SA Standard System of Measuring - Seventh Edition (2015)
B 2.0	Law, regulations and notices [2.0] : 2.1 Law of the country applicable to the project South Africa
B 3.0	Offer and acceptance [3.0] : 3.2 Currency applicable to this agreement South African Rand

B 4.0	Contract documents [5.0] :																			
5.1	Signed contract documents held by the principal agent , If not, indicate whom.:	<div style="border: 1px solid black; text-align: center; padding: 2px;">No</div> <div style="border: 1px solid black; text-align: center; padding: 2px;">Project Manager</div>																		
5.6	Number of copies of construction information issued free to the contractor	<div style="display: flex; border: 1px solid black;"> <div style="border-right: 1px solid black; text-align: center; padding: 2px 10px;">2</div> <div style="text-align: center; padding: 2px 10px;">Copies</div> </div>																		
	<u>Priced Document</u> Lump sum priced document (yes/no) <div style="border: 1px solid black; padding: 0 10px;">No</div> Priced bills of quantities (BOQ) (yes/no) <div style="border: 1px solid black; padding: 0 10px;">Yes</div>																			
	<u>Contract documents comprising</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Marked</th> <th style="text-align: center;">Notes</th> </tr> </thead> <tbody> <tr> <td>JBCC ® Principal Building Agreement Ed. 6.2 - May 2018</td> <td style="text-align: center;">A</td> <td></td> </tr> <tr> <td>JBCC ® PBA Contract Data Ed. 6.2 - May 2018</td> <td style="text-align: center;">B</td> <td></td> </tr> <tr> <td>JBCC ® General Preliminaries</td> <td style="text-align: center;">C</td> <td></td> </tr> <tr> <td>BOQ Ref : UP OLD CHEM - Restoration, Refurbishment and Altera</td> <td style="text-align: center;">D</td> <td></td> </tr> <tr> <td>Also refer to the contents page of the tender document</td> <td></td> <td></td> </tr> </tbody> </table>		Description	Marked	Notes	JBCC ® Principal Building Agreement Ed. 6.2 - May 2018	A		JBCC ® PBA Contract Data Ed. 6.2 - May 2018	B		JBCC ® General Preliminaries	C		BOQ Ref : UP OLD CHEM - Restoration, Refurbishment and Altera	D		Also refer to the contents page of the tender document		
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B 5.0	Employer's Agents [6.0] :																			
6.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Authority is delegated to the following agents to issue contract instructions and perform duties to specific aspects of the works</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Not Applicable</td> </tr> </table>	Authority is delegated to the following agents to issue contract instructions and perform duties to specific aspects of the works			Not Applicable															
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6.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Description of interests of agents in the project other than professional services, if applicable:</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Not Applicable</td> </tr> </table>	Description of interests of agents in the project other than professional services, if applicable:			Not Applicable															
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B 6.0	Insurances [10.0] :		
Insurance by the employer in the name of the employer			(yes/no) <input type="text" value="No"/>
<u>Contract works insurance (CWI) (including materials and goods, temporary works) for:</u>			<u>Amount Incl TAX</u>
<input type="text"/> New works [10.1.1] (contract sum or amount)			<input type="text"/>
or <input type="text"/> Works with practical completion in sections [10.2] (contract sum or amount)			<input type="text"/>
or <input type="text"/> Works with alterations and additions (reinstate value of existing with or including new works)			<input type="text"/>
Allowance for professional fees and escalation of the insured amount at 25% pa.			25%
Direct contractors [10.1.1; 10.2], add to <u>CWI</u>			Not Applicable
Free issue [10.1.1; 10.2], material at new replacement value, add to <u>CWI</u>			Not Applicable
Employer owned surrounding property (care, custody, control or worked on)			Not Applicable
Supplementary insurance [10.1.2; 10.2] (Incl. CWI extensions)			per CWI
Public liability insurance [10.1.3; 10.2]		<input type="text" value="every claim"/>	R 10 000 000
Removal of lateral support insurance [10.1.4; 10.2]		<input type="text" value="Employer"/>	Not Applicable
Other insurances [10.1.5]: <input type="text"/>			Not Applicable

<u>Policy deductibles:</u>			<u>Amount</u>
Works / free issue	<input type="text" value="Contractor"/>	<input type="text" value="See note below"/>	
<u>Note:</u> <i>The contractor must take out insurance for the first amount (deductible) as follows:</i> Contract value: Less than R20 000 000,00 - R10 000,00 for any one claim Contract value: R20 000 001,00 up to R40 000 000,00 - R20 000,00 for any one claim Contract value: R40 000 001,00 up to R70 000 000,00 - R35 000,00 for any one claim Contract value: more than R70 000 000,00 - R100 000,00 for any one claim			
Employer owned surrounding properties	<input type="text" value="Employer"/>	Not Applicable	
Public liability	<input type="text" value="Employer"/>	R 10 000	
Supplementary insurance	<input type="text" value="Employer"/>	Not Applicable	
Removal of lateral support	<input type="text" value="Employer"/>	Not Applicable	
Other:	<input type="text" value="Employer"/>	Not Applicable	

	<p>AND / OR ...</p> <p>Insurance by the contractor in the joint names of the parties (yes/no) Yes</p> <p>Contract works insurance (CWI) (including materials and goods, temporary works) for: Amount Incl TAX</p> <table border="1"> <tr> <td data-bbox="352 504 446 567"></td> <td data-bbox="446 504 1156 567">New works [10.1.1] (contract sum or amount)</td> <td data-bbox="1230 504 1469 567">Contract Sum + 20%</td> </tr> <tr> <td data-bbox="352 598 446 661">or</td> <td data-bbox="446 598 1156 661">Works with practical completion in sections [10.2] (contract sum or amount)</td> <td data-bbox="1230 598 1469 661"></td> </tr> <tr> <td data-bbox="352 693 446 756">or</td> <td data-bbox="446 693 1156 756">Works with alterations and additions (reinstate value of existing with or including new works)</td> <td data-bbox="1230 693 1469 756"></td> </tr> <tr> <td colspan="2" data-bbox="352 766 1156 829">Allowance for professional fees and escalation of the insured amount at 25% pa, OR:</td> <td data-bbox="1230 766 1469 829">25%</td> </tr> <tr> <td colspan="2" data-bbox="352 850 1156 882">Direct contractors [10.1.1; 10.2], add to <u>CWI</u></td> <td data-bbox="1230 850 1469 882">Not Applicable</td> </tr> <tr> <td colspan="2" data-bbox="352 903 1156 934">Free issue [10.1.1; 10.2], material at new replacement value, add to <u>CWI</u></td> <td data-bbox="1230 903 1469 934">Not Applicable</td> </tr> <tr> <td colspan="2" data-bbox="352 955 1156 987">Employer owned surrounding property (care, custody, control or worked on)</td> <td data-bbox="1230 955 1469 987">Not Applicable</td> </tr> <tr> <td data-bbox="352 997 909 1029">Public liability insurance [10.1.3; 10.2]</td> <td data-bbox="909 997 1156 1029">every claim</td> <td data-bbox="1230 997 1469 1029">R 10 000 000</td> </tr> <tr> <td colspan="2" data-bbox="352 1039 1156 1071">Supplementary insurance [10.1.2; 10.2] (Incl. CWI extensions)</td> <td data-bbox="1230 1039 1469 1071">per CWI</td> </tr> <tr> <td data-bbox="352 1092 909 1123">Public liability insurance [10.1.3; 10.2]</td> <td data-bbox="909 1092 1156 1123">every claim</td> <td data-bbox="1230 1092 1469 1123">R 10 000 000</td> </tr> <tr> <td colspan="2" data-bbox="352 1144 1156 1176">Removal of lateral support insurance [10.1.4; 10.2] Employer</td> <td data-bbox="1230 1144 1469 1176">Not Applicable</td> </tr> <tr> <td colspan="2" data-bbox="352 1186 1156 1218">Other insurances [10.1.5]:</td> <td data-bbox="1230 1186 1469 1218">Not Applicable</td> </tr> </table>		New works [10.1.1] (contract sum or amount)	Contract Sum + 20%	or	Works with practical completion in sections [10.2] (contract sum or amount)		or	Works with alterations and additions (reinstate value of existing with or including new works)		Allowance for professional fees and escalation of the insured amount at 25% pa, OR:		25%	Direct contractors [10.1.1; 10.2], add to <u>CWI</u>		Not Applicable	Free issue [10.1.1; 10.2], material at new replacement value, add to <u>CWI</u>		Not Applicable	Employer owned surrounding property (care, custody, control or worked on)		Not Applicable	Public liability insurance [10.1.3; 10.2]	every claim	R 10 000 000	Supplementary insurance [10.1.2; 10.2] (Incl. CWI extensions)		per CWI	Public liability insurance [10.1.3; 10.2]	every claim	R 10 000 000	Removal of lateral support insurance [10.1.4; 10.2] Employer		Not Applicable	Other insurances [10.1.5]:		Not Applicable
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<p>11.2-11.3</p> <p>11.5-11.6 12.1.1</p>	<p>Security [11.0] :</p> <p>The contractor shall provide a guarantee for construction to the employer (yes/no) Yes</p> <p>The employer shall provide a guarantee for payment to the contractor (yes/no) NO</p>																																				
<p>B 7.0</p> <p>9.2.7</p> <p>12.1.2</p>	<p>Obligations of the employer [12.1] :</p> <table border="1"> <tr> <td data-bbox="352 1501 1380 1533">Alterations & additions to existing premises</td> <td data-bbox="1380 1501 1469 1533">Yes</td> </tr> <tr> <td colspan="2" data-bbox="352 1543 1469 1575">Existing premises will be occupied Yes</td> </tr> <tr> <td data-bbox="352 1585 609 1795">If yes, description :</td> <td data-bbox="609 1585 1469 1795">It is noted that the work will be undertaken in a live operating environment. The surrounding buildings will be occupied and fully operational during the construction period. Contractors are required to take cognisance of this in their construction planning and construction methodology. Special attention must be given to keeping noise and dust due to construction activities to a minimum.</td> </tr> </table>	Alterations & additions to existing premises	Yes	Existing premises will be occupied Yes		If yes, description :	It is noted that the work will be undertaken in a live operating environment. The surrounding buildings will be occupied and fully operational during the construction period. Contractors are required to take cognisance of this in their construction planning and construction methodology. Special attention must be given to keeping noise and dust due to construction activities to a minimum.																														
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12.1.3	<table border="1"> <tr> <td colspan="3">Natural features and known services to be preserved by the contractor</td> <td>Yes</td> </tr> <tr> <td>If yes, description :</td> <td colspan="3">The contractor is to take care during excavation and other construction activities not to damage existing underground services.</td> </tr> </table>				Natural features and known services to be preserved by the contractor			Yes	If yes, description :	The contractor is to take care during excavation and other construction activities not to damage existing underground services.		
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12.1.10	<table border="1"> <tr> <td colspan="3">Description of free issue by employer</td> <td>No</td> </tr> <tr> <td>If yes, description :</td> <td colspan="3">Not Applicable</td> </tr> </table>				Description of free issue by employer			No	If yes, description :	Not Applicable		
Description of free issue by employer			No									
If yes, description :	Not Applicable											
B 8.0	Nominated subcontractors [14.0] :											
14.1.4	Specialisation:	Not Applicable										
B 9.0	Direct contractors [16.0]											
	Employer to define extent of work by a direct contractor [12.1.11]											
16.0	Extent of work	Not Applicable										
B 10.0	Description of sections [20.1] :											
	Section 1	N/A										
	Section 2	N/A										
	Section 3	N/A										
B 11.0	Possession of site [12.1.5]; Practical completion [19.0; 20.0] & Penalties [24.0]											
12.1.5	Possession of site											
12.1.5	Possession of the site in general is to be given on not later than (<i>estimated date</i>)			June 2025								
19.0	Practical completion & penalties * PC means Practical Completion											
20.0	Practical completion for the works as a whole:	Estimated date of possession of site [12.1.5]	Period for Inspection by PA [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [12.1] Penalty Amount per calendar day							
24.0		Date	Working days	Date	Amount (Incl VAT)							
		June 2025	2 days	8 Months / 176 Working days from Site Handover	R1 580,00							

21.0 24.0	Practical completion for the works in sections:	Intended date of possession of site [12.1.5] Date	Period for Inspection by PA [19.3] Working days	Date for practical completion [12.2.7; 24.1] Date	Penalty [12.1] Penalty Amount per calendar day Amount (Incl VAT)
	Section 1	N/A	2 days	N/A	N/A
	Section 2	N/A	2 days	N/A	N/A
	Section 3	N/A	2 days	N/A	N/A
	Final completion & penalties * FC means Final Completion				
	Final completion for the works as a whole:	Period for Inspection by PA [19.3] Working days	Date for final completion [12.2.7; 24.1] Date	Penalty [12.1] Penalty Amount per calendar day Amount (Incl VAT)	
		2 days	90 Calendar days after Practical Completion	R158,00	
	Final completion for the works in sections:	Period for Inspection by PA [19.3] Working days	Date for final completion [12.2.7; 24.1] Date	Penalty [12.1] Penalty Amount per calendar day Amount (Incl VAT)	
		2 days	90 Calendar days after Practical Completion	N/A	
		2 days	90 Calendar days after Practical Completion	N/A	
		2 days	90 Calendar days after Practical Completion	N/A	

<p>19.0</p> <p>19.1.1</p> <p>19.1.1</p>	<p>Practical completion</p> <p>Items that do <u>not</u> have to be complete to achieve practical completion:</p> <p>(1) <u>None</u> (2) _____</p> <p>(3) _____ (4) _____</p> <p>(5) _____ (6) _____</p> <p>Criteria to achieve practical completion</p> <p>The works, or section thereof, as defined in the contract documents must be complete with no outstanding items and free of defects. The works are executed in an occupied educational building, no access for any construction workers will be allowed after practical completion.</p> <p>For the contractor to achieve practical completion, the contractor must adhere to the following prerequisites and procedures, programmed for and be allowed for in the contract sum:</p> <p>For practical completion the contractor must submit the following documentation:</p> <ul style="list-style-type: none"> • Sign-off Completion Certificates from all the Design Consultants. • The following documentation, not exhaustive : <ul style="list-style-type: none"> - Electrical COC's - Plumbing COC's - Roofing Certificate & Warrantees - Water pressure test results - Drainage test results <p>For practical completion the employer shall:</p> <ul style="list-style-type: none"> • UP Technical Services must inspect the building and sign off for compliance. • A 2-week allowance for these inspections must be included in the programme.
<p>B 12.0</p> <p>25.0</p> <p>25.2</p> <p>25.3.2</p> <p>25.3.4</p> <p>25.10</p> <p>26.9.5</p>	<p>Payment [25.0]</p> <p>Currency South African Rand</p> <p>Interim payment certificate to be issued by: day of month: day of week: N/A</p> <p>Materials and goods off site N/A (yes/no) No</p> <p>Contract price adjustment provisions N/A</p> <p>Payment period: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p><i>The employer shall pay the contractor the amount certified in an issued payment certificate within twenty one (21) calendar days of the date of receipt of both the payment certificate and original invoice including default and/or compensatory interest.</i></p> </div></p> <p>The contract value shall be adjusted according to CPAP (yes/no) No</p>

B 13.0	Dispute Resolution [30.0]	
30.6.1	Adjudication - Name of nominating body	Association of Arbitrators (South Africa)
30.10		
30.6.2	Applicable rules for adjudication	JBCC Adjudication Rules (Oct 2014)
30.7.4	Arbitration - Name of nominating body	Association of Arbitrators (South Africa)
30.10		
30.7.5	Applicable rules for arbitration	Rules for the Conduct of Arbitrations : 2018 Edition
<p>Changes made to JBCC ® documentation</p> <p>Replace the definitions in DEFINITIONS AND INTERPRETATION with the following wording:</p> <p>AGREEMENT: The agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system as stated in the Tender Document. The contractor shall have priced the document to reflect the contract sum.</p> <p>CONTRACT DOCUMENTS: The documents listed in the Form of Offer and Acceptance</p> <p>CONTRACT SUM: The total of prices inclusive of VAT as stated in the Form of Offer and Acceptance, that is <u>not subject to adjustment</u></p> <p><i>Note all further changes in detail or provided in</i> (Annexure N°) <input type="text" value="A"/></p>		

Clause		
C	TENDER CLOSING	
	Date: <input type="text" value="Refer to Tender Cover"/>	Time: <input type="text" value="Refer to Tender Cover Page"/>
	Place: <input type="text" value="N/A"/>	
	Address: <input type="text" value="N/A"/>	
	Electronic format accepted: (yes/no) <input type="text" value="Yes"/>	Email: <input type="text" value="Refer to Tender Cover Page"/>
	Alternative offers will be considered: (yes/no) <input type="text" value="No"/>	
	Only if original tender is submitted: (yes/no) <input type="text" value="No"/>	

Clause	
D	TENDERER'S SELECTION
D 1.0	Securities [11.0]
11.1.1	Guarantee for construction - Variable (yes/no) <input type="text"/>
11.1.2	Guarantee for construction - Fixed (with payment reduction) (yes/no) <input type="text"/>
11.2.2/11.3	Guarantee for advance payment to be provided (yes/no) <input type="text" value="No"/> (Purpose) <input type="text" value="N/A"/> (Amount) <input type="text" value="N/A"/>
11.5.1/11.10	Guarantee for payment to be provided by employer (yes/no) <input type="text" value="No"/> (Amount) <input type="text" value="N/A"/>
D 2.0	Contractor's holiday periods during the construction period: Contractor's annual holiday period: year 1 from <input type="text"/> until <input type="text"/> Contractor's other holiday period: year 1 from <input type="text"/> until <input type="text"/> Contractor's annual holiday period: year 2 from <input type="text"/> until <input type="text"/> Contractor's other holiday period: year 2 from <input type="text"/> until <input type="text"/> Contractor's annual holiday period: year 3 from <input type="text"/> until <input type="text"/> Contractor's other holiday period: year 3 from <input type="text"/> until <input type="text"/> Contractor's holiday periods after the construction period: Contractor's annual holiday period: year 1 from <input type="text"/> until <input type="text"/> Contractor's other holiday period: year 1 from <input type="text"/> until <input type="text"/>
D 3.0	Payment / Adjustment of Preliminaries Payment of preliminaries [25.0] Option A Assessed by principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , (including tax); which shall exclude the amount of preliminaries , all contingency sum(s) and any allowance for CPAP <input type="text"/> Or ... Option B An amount agreed by the principal agent and the contractor in terms of the bills of quantities or the priced document to identify an initial establishment charge / a monthly charge / and a final disestablishment charge <input type="text"/> <i>* Where the contractor does not indicate Option 'A' or Option 'B' - Option 'A' shall apply</i>

<p>D 4.0</p>	<p><u>Adjustment of preliminaries [D26.9.4]</u></p> <p>For the adjustment of preliminaries both the contract sum and the contract value (including tax) shall exclude the amount of preliminaries, all contingency sum(s) and any provision for Cost Price Adjustment Provisions.</p> <p>Where the total amount of preliminaries is not identified it shall be taken as 7.5% (seven and a half percent) of the contract sum excluding contingency sum(s) and any provision for Cost Price Adjustment Provisions.</p> <p>Option A The contractor shall provide a breakdown of charges (including tax) within fifteen (15) working days of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied - An amount varied in proportion to the contract value as compared with the contract sum - 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 adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> - 10% (ten percent) shall not be varied - 15% (fifteen percent) varied in proportion to the contract value as compared with the contract sum - 75% (seventy-five percent) varied in proportion to the revised construction period as compared with the initial construction period
	<p>Or ...</p> <p>Option B The contractor shall, within fifteen (15) working days of the date of possession of the site, provide the principal agent with a detailed breakdown of preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.</p> <p><i>* Where the contractor does not indicate Option 'A' or Option 'B' - Option 'A' shall apply</i></p>

E	PRELIMINARIES SCHEDULE (JBCC Edition 6.2 May 2018)
B14	<p>The preliminaries schedule contains all pre-tender variables referred to in this document and must be completed in full and included in the tender documents.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided, the information should be annexed hereto and cross referenced to the applicable clause of the preliminaries schedule. Key cross reference clauses are <i>italicised</i> in [] brackets</p>
10.1	<p>Provisional bills of quantities [P2.2]</p> <p>The quantities are provisional (yes/no) <input type="text" value="No"/></p>
10.2	<p>Availability of construction information [P2.3]</p> <p>Construction documentation is complete (yes/no) <input type="text" value="Yes"/></p>
10.3	<p>Previous work - dimensional accuracy [P3.1]</p> <p><i>Details:</i></p> <p>N/A</p>
10.4	<p>Previous work - defects [P3.2]</p> <p><i>Details:</i></p> <p>N/A</p>
10.5	<p>Inspection of adjoining properties [P3.3]</p> <p><i>Specific requirements:</i></p> <p>N/A</p>
10.6	<p>Handover of site in stages [P4.1]</p> <p><i>Specific requirements:</i></p> <p>N/A</p>
10.7	<p>Enclosure of the works [P4.2]</p> <p><i>Specific requirements:</i></p> <p>To comply with the Health and Safety site fencing and hoarding specification as described in "Annexure F - Project Health and Safety Specifications" document.</p>
10.8	<p>Geotechnical and other investigations [P4.3]</p> <p><i>Specific requirements:</i></p> <p>N/A</p>

10.9	<p>Existing premises occupied [P4.5]</p> <p><i>Details :</i> <u>The existing building and the surrounding building will not be vacated during construction and will fully operation during working hours. It is noted that the work will be undertaken in a live operating environment. Contractors are required to take cognisance of this in their construction planning and construction methodology. Special attention must be given to keeping noise and dust due to construction activities to a minimum.</u></p>
10.10	<p>Services - known [P4.6]</p> <p><i>Specific requirements :</i> <u>The contractor is to take care during excavation and other construction activities not to damage existing underground services.</u></p>
10.11	<p>Water [P8.1]</p> <p>Option A (by contractor) (yes/no) <input type="text" value="No"/></p> <p>Option B (by employer - free of charge) (yes/no) <input type="text" value="No"/></p> <p>Option C (by employer - metered) (yes/no) <input type="text" value="Yes"/></p>
10.12	<p>Electricity [P8.2]</p> <p>Option A (by contractor) (yes/no) <input type="text" value="No"/></p> <p>Option B (by employer - free of charge) (yes/no) <input type="text" value="No"/></p> <p>Option C (by employer - metered) (yes/no) <input type="text" value="Yes"/></p>
10.13	<p>Ablution and welfare facilities [P8.3]</p> <p>Option A (by contractor) (yes/no) <input type="text" value="Yes"/></p> <p>Option B (by employer) (yes/no) <input type="text" value="No"/></p>
10.14	<p>Communication facilities [P8.4]</p> <p><i>Specific requirements :</i> <u>All correspondence to be in writing and addressed to the principle agent.</u></p>
10.15	<p>Protection of the works [P11.1]</p> <p><i>Specific requirements :</i> <u>The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others.</u></p>

10.16	<p>Protection/isolation of existing/sectionally occupied works [P11.2]</p> <p>Protection/isolation is required (yes/no) <input type="checkbox"/> Yes</p> <p><i>Specific requirements :</i></p> <p>The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others.</p>
10.17	<p>Disturbance [P11.5]</p> <p><i>Specific requirements :</i></p> <p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever.</p>
10.18	<p>Environmental disturbance [P11.6]</p> <p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.</p> <p>The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works.</p>