

PRINCIPAL BUILDING AGREEMENT: TENDER CONTRACT DATA

(Returnable document)

Note: **This section** shall be duly completed and delivered together with the tender

The tender shall be considered incomplete if this documentation is **NOT** submitted together with the tender in which case such tender shall be liable for rejection

The **JBCC** Principal Building Agreement **contract data** forms an integral part of this **agreement**

PRINCIPAL BUILDING AGREEMENT: TENDER CONTRACT DATA

Note: *The following contract data is for tender purposes only. The contract data will be carried over to the JBCC Principal Building Agreement: Contract Data once the successful tenderer is appointed.*

The Conditions of Contract are the **JBCC Principal Building Agreement inclusive of the Contract Data (Edition 6.2 - May 2018)** prepared by the Joint Building Contracts Committee Inc

Copies of these documents may be obtained from the JBCC, Association of South African Quantity Surveyors, the Master Builders Association, the South African Association of Consulting Engineers or the South African Institute of Architects

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

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	RENOVATIONS OF GARDEN SERVICES AND POST OFFICE
Reference number	NU 108
Works description	Refer to "Notes to Tenderers"

A 2.0 Site [1.1]

Erf / stand number	Lot 779
Township / Suburb	Hatfield
Site address	491 and 495 Festival Street
Local authority	City of Tshwane

A 3.0 Employer [1.1]

Name	University of Pretoria		
Legal entity of above		Contact person	Susan Adendorff
Business registration number	N/A	Telephone number	012 420 4278
VAT / GST number	4610117774	Mobile number	
Country	South Africa	E-mail	susan.adendorff@up.ac.za
Postal address	Private Bag X 20		
	Pretoria	Postal code	0002
Physical address	Cnr Lynnwood Road and Roper Street		
	Hatfield	Postal code	0028

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System / Method of measurement:	South African Standard System for Measuring Building Work (Seventh Edition - Revised 2015)
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B 2.0 Law, regulations and notices [2.0]

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

Currency applicable to this agreement [3.2]:	South African Rands
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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:	
Number of copies of construction information issued to the contractor at no cost [5.6]:	Three(3)

Documents comprising the agreement	Page numbers
The JBCC Principal Building Agreement, Edition 6.2 May 2018	Annexure A
The JBCC Principal Building Agreement - Contract Data, Edition 6.2 May 2018	Annexure B
The JBCC General Preliminaries for use with the JBCC Building Agreement - May 2018	Refer to "Bills of Quantities"
Tender document	1-22

Contract drawings - description	Number	Revision	Date
See attached			

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]
Refer to "Preliminaries"

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
	Contract works insurance:				
	New works [10.1.1] (contract sum or amount0				
or	Works with practical completion in sections [10.2] (contract sum or amount0				
or	Works with alterations and additions [10.3] (reinstatement value specific aspects of the works [6.2]			Reinstatement Value	R 50,000.00
	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			Reinstatement Value	
	Supplementary insurance [10.1.2; 10.2]				
	Public liability insurance [10.1.3; 10.2]			R 10,000,000.00	R 15,000.00
	Removal of lateral support insurance [10.1.4; 10.2]			R 1,000,000.00	R 25,000.00
	Other insurances [10.1.5]				
	Yes/no:	Yes	If yes, description 1	Sasria	
	Yes/no:	No	If yes, description 2		

and/or

	Insurances by Contractor			Amount including tax	Deductible amount including tax
	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 fess 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		

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:	No
If yes, description		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no:	Yes
If yes, description	The contractor shall perform all work without causing harm to the trees on site	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no:	Yes
If yes, description	Refer to part One "Notes to Tenderers" item No.4	
Supply of free issue [12.1.10]	Yes/no:	No
If yes, description		

B 8.0 Nominated subcontractors [14.0]

Specialisation 1	Refer to "Bills of Quantities"
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Direct contractors [16.0]

Extent of work [12.1.11]	Refer to "Bills of Quantities"
Extent of work [12.1.11]	
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		N/A
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section 7		
Section 8		

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
	To be confirmed	5	To be confirmed	R2 500.00

or where **sections** are applicable

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
Section 1				
Section 2				
Remainder of the works				

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

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	Last day of the month	
Cost fluctuations [25.3.4;26.9.5]	Yes/No:	No
If yes, method to calculate		

B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	The Arbitration Foundation of South Africa
Applicable rules for adjudication [30.6.2]	The Arbitration Foundation of South Africa
Arbitration [30.7.4; 30.10] Name of nominating body	The Arbitration Foundation of South Africa
Applicable rules for arbitration [30.7.5]	The Arbitration Foundation of South Africa

B 14.0 JBCC General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no:	Yes
Availability of construction information [P2.3]	Yes/no:	No
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A	
Previous work - defects - details of previous contract(s) [P3.2]	N/A	
Inspection of adjoining properties - details [P3.3]	N/A	
Handing over site in stages - specific requirements [P4.1]	N/A	
Enclosure of the works - specific requirements [P4.2]	N/A	
Geotechnical and other investigations - specific requirements [P4.3]	N/A	
Existing premises occupied - details [P4.5]	N/A	
Services -known - specific requirements [P4.6]	N/A	
Water [P8.1]	By contractor	Yes/no: No
	By employer	Yes/no: Yes
	By employer - metered	Yes/no: No
Electricity [P8.2]	By contractor	Yes/no: No
	By employer	Yes/no: Yes
	By employer - metered	Yes/no: No
Ablution and welfare facilities [P8.3]	By contractor	Yes/no: Yes
	By employer	Yes/no: No
Communication facilities - specific requirements [P8.4]	None	
Protection of the works - specific requirements [P11.1]	None	
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	None	
Disturbance - specific requirements [P11.5]	None	
Environmental disturbance - specific requirements [P11.6]	None	

B 15.0 Changes made to JBCC documentation

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

C TENDER CLOSING

Tender closing date	08th July 2025	Time:	12h00 (noon)
Tender submission address	https://www.up.ac.za/tender		
Tenders may be submitted by e-mail	Yes/no:	No	E-mail:

D TENDERER'S SELECTION**D 1.0 Securities [11.0]**

Guarantee for construction: Select Option A or B

A

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

D 2.0 Contractor's annual holiday periods during the construct 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:	

D3.0 Payment of preliminaries [25.0]

Select Option A or B

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 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 which contract sum shall exclude the amount of preliminaries. 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 principal agent and the contractor in terms of the bills of quantities or the priced document 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 works

D4.0 Adjustment of preliminaries [26.9.4]

Select Option A or B

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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 Option 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 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 preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender 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 to 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 an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> • Ten per cent (10%) shall not be varied; • Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum; • Seventy-five per cent (75%) shall be 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 as compared to the number of calendar days in the initial construction period <p>Where completion in sections is required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section 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	<p>The preliminaries shall be adjusted in accordance with the detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of construction equipment, all in terms of the programme</p> <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 as compared to the number of calendar days in the initial construction period 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 practical completion)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries during the period stated, Option A shall apply</p>

E FORM OF TENDER

E1.0 Tenderer's details

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

E2.0 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

E3.0 Tender amount compilation

			Amount
Tax	15.00	%	
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		Capacity		Date	

E4.0 Tender Qualifications

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