



PRINCIPAL BUILDING AGREEMENT

Organs of State **Contract Data**

Project: JTG DITHAKONG HIGH SCHOOL AND HOSTEL – PHASE 2A

Employer: NORTHERN CAPE DEPARTMENT OF EDUCATION

Contractor:

Contract Date:

File Code:

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 standardization 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

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	JTG Dithakong High School and Hostel- PHASE 2A
Reference number	SEE TENDER DOCUMENT
Works description	The project comprises of the completion of the works for phase 2A: 25x classroom blocks, 1x admin block, 1x Library/Media Centre (library and computer), 1x Laboratory block (2x classrooms), 1x Computer block (computer class and multi-purpose), 1x Nutrition block, 1x Double ECD, 3x ablution blocks

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	Kuruman, Northern Cape
Site address	JTG School
Local authority	John Taolo District Municipality

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Northern Cape Department of Education		
Business registration number	NA		
VAT/GST number	NA		
Country	South Africa		
Employer's representative: Name	Willie Cloete		
E-mail	Ncdoe.willie@gmail.com	Telephone number	
Mobile number			
Postal address			
		Postal code	
Physical address			
		Postal code	

A 4.0 Principal agent [1.1]

Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Tshepo Mafatshe
Practice number		Telephone number	
		Mobile number	0849849280
Country	South Africa	E-mail	tmafatshe@mtcc.co.za
Postal address			
		Postal code	
	Block 4A North Gate Office Park		

Physical address	18 Aureole Avenue	Postal code	2188
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A 5.0 Agent [1.1; 6.2]

Discipline	Quantity Surveyor
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Tshepo Mafatshe
Practice number		Telephone number	
		Mobile number	0849849280
Country	South Africa	E-mail	tmafatshe@mtcc.co.za
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 6.0 Agent [1.1; 6.2]

Discipline	Architect
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Ulunji Msiska
Practice number		Telephone number	n/a
		Mobile number	073 232 9350
Country	South Africa	E-mail	Ulunji.msiska@icloud.com
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 7.0 Agent [1.1; 6.2]

Discipline	Civil Engineer
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Boniface Mvula
Practice number		Telephone number	n/a
		Mobile number	084 371 2359
Country	South Africa	E-mail	Boniface.mvula@gmail.com
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 8.0 Agent [1.1; 6.2]

Discipline	Structural Engineer
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Jomo Ntola
Practice number		Telephone number	n/a
		Mobile number	062 100 5779
Country	South Africa	E-mail	Jomo.ntola@gmail.com
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 9.0 Agent [1.1; 6.2]

Discipline	Mechanical Engineer
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	Richard Hahlane
Practice number		Telephone number	n/a
		Mobile number	082 575 3260
Country	South Africa	E-mail	info@diamantengineering.com
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 10.0 Agent [1.1; 6.2]

Discipline	Electrical Engineer
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Name	Mahlatsi Tumelo Cost Consultants		
Legal entity of above		Contact person	John Tau
Practice number		Telephone number	n/a
		Mobile number	079 908 8553
Country	South Africa	E-mail	tau@jktengineering.co.za
Postal address			
		Postal code	
Physical address	Block 4A North Gate Office Park		
	18 Aureole Avenue	Postal code	2188

A 11.0 Agent [1.1; 6.2]

Discipline	
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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	
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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	Standard Systems of measuring building works
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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]	ZAR(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	Yes
Number of copies of construction information issued to the contractor at no cost [5.6]	3

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 18
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 19

Contract drawings – description	Number	Revision	Date
See detailed construction drawings issued by the Professionals			

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]:

All the consultants

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?	No	If yes, description 1		
Yes/no?	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 plus 30%	
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]			R15, 000, 000	
Public liability insurance [10.1.3]			R15, 000, 000	
Removal of lateral support insurance [10.1.4]			R15, 000, 000	
Other insurances [10.1.5]: Refer B17.0				
Yes/no?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/no?	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?	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?		If yes, description of specialization: To be determined by whether the appointment of the subcontractor was a result of the recommendation by the Principal Agent or the Contractor
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?		If yes, description of specialization: To be determined by whether the appointment of the subcontractor was a result of the recommendation by the Principal Agent or the Contractor
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?	Yes	If yes, description of extent of work:
Extent of work [12.1.11]		
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 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

Section		Remainder of the works
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B 12.0 Possession of site [12.1.5], practical completion [19.0; completion in sections 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]: 30 November 2026	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]: 30 November 2028	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		31 working days	24 months	R10,000 per day

or where **sections** are 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] NA	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]
		31 working days	Period in months	Penalty amount per calendar day (excl. tax)
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**

100% completed works

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	eg: Electrical reticulation / Air conditioning system / Landscaping		
	13.1		
	13.2		
	13.3		
	13.4		

	13.5
	13.6

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
If yes, method to calculate	Haylett Formulae as per guidelines issued by the ASAQS. StatsSA indices will be utilized.		
Employer shall pay the contractor within: [25.10]	Thirty-one (31) calendar days of the date of issue of the payment certificate		

B 15.0 Dispute resolution [30.0]

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

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	Yes		
Previous work - defects - details of previous contract(s) [P3.2]	Yes		
Inspection of adjoining properties - details [P3.3]	Yes		
Handover of site in stages - specific requirements [P4.1]	No		
Enclosure of the works - specific requirements [P4.2]	Yes		
Geotechnical and other investigations - specific requirements [P4.3]	Yes		
Existing premises occupied - details [P4.5]	No		
Services - known - specific requirements [P4.6]	To be determined on site.		
Water [P8.1]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
	By employer – metered	Yes/no?	No
Electricity [P8.2]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
	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]	For Contractor's account.
Protection of the works - specific requirements [P11.1]	Yes, it is the Contractor's responsibility.
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Applicable for the whole project
Disturbance - specific requirements [P11.5]	No
Environmental disturbance - specific requirements [P11.6]	No

B 17.0 Changes made to JBCC® documentation

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

Refer to the Preliminaries and General in the Bills of Quantities for all the changes to the JBCC PBA 2018, Edition 6.2

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	12 December 2026	end date	3 January 2027
Year 2 contractor's annual holiday period	start date	11 December 2027	end date	2 January 2028
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	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 Fixed - An amount which shall not be varied 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 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]
Option B	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] 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

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) 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
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