



## PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project: TKZN NELSON MANDELA CAPTURE SITE

Employer: TOURISM KWAZULU NATAL

Contractor: TEFLA GROUP (PTY) LTD

Contract Date: 09 NOVEMBER 2018

File Code: TKZN 01/2022

**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
**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 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 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]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

## **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

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## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	TKZN NELSON MANDELA CAPTURE SITE
Reference number	TKZN 01/2022
Works description	CONSTRUCTION OF NEW ACCESS ROADS, PARKING, NEW GATE HOUSE AND STORMWATER UPGRADE AT THE NELSON MANDELA CAPTURE PRECINCT

### A 2.0 Site [1.1]

Erf / stand number	REMAINDER OF PORTION 2 OF THE FARM GRANGE NO. 14125
Township / Suburb	HOWICK
Site address	FARM GRANGE REMAINDER OF PORTION 2
Local authority	UMNGENI MUNICIPALITY

### A 3.0 Employer [1.1]

Name	TOURISM KWAZULU-NATAL		
Legal entity of above	TOURISM KWAZULU-NATAL	Contact person	ABIE WENTZEL
Business registration number		Telephone number	
VAT/GST number	4480188640	Mobile number	084 986 1965
Country	SOUTH AFRICA	E-mail	abie@zulu.org.za
Postal address	P.O BOX 2516 DURBAN	Postal code	4000
Physical address	ITHALA TRADE CENTRE 2 <sup>ND</sup> AND 3 <sup>RD</sup> FLOORS, 29 CANAL QUAY ROAD DURBAN	Postal code	4001

### A 4.0 Principal agent [1.1]

Name	ADI INVESTMENT (PTY) LTD		
Legal entity of above	ADI INVESTMENT (PTY) LTD	Contact person	MICHAEL NGULUKILA
Practice number	Pr. Arch: 24750473	Telephone number	
		Mobile number	073 939 1624
Country	SOUTH AFRICA	E-mail	mngulukila@gmail.com
Postal address	P.O BOX 443 MELTIN PARK	Postal code	6063
Physical address	266 SPRITE AVENUE, GLENWOOD OFFICE PARK, BLOCK C-Suite FREEIE GLEN	Postal code	6043

**A 5.0 Agent** [1.1; 6.2]

Discipline

*CIVIL/STRUCTURAL ENGINEER*

Name	<i>ADI INVESTMENT (PTY) LTD</i>		
Legal entity of above	<i>ADI INVESTMENT (PTY) LTD</i>	Contact person	
Practice number		Telephone number	
		Mobile number	
Country	<i>SOUTH AFRICA</i>	E-mail	
Postal address	<i>P.O. BOX 443 MENLYN RETAIL PARK</i>	Postal code	<i>0063</i>
Physical address	<i>266 SPRITE AVENUE, GLENWOOD OFFICE PARK, BLOCK C - SUITE 5 FAIRIE GLEN</i>	Postal code	<i>0043</i>

**A 6.0 Agent** [1.1; 6.2]

Discipline

*LANDSCAPE ARCHITECT*

Name	<i>ADI INVESTMENT (PTY) LTD</i>		
Legal entity of above	<i>ADI INVESTMENT (PTY) LTD</i>	Contact person	<i>TBC</i>
Practice number		Telephone number	
		Mobile number	
Country	<i>SOUTH AFRICA</i>	E-mail	
Postal address	<i>P.O. BOX 443 MENLYN RETAIL PARK</i>	Postal code	<i>0063</i>
Physical address	<i>266 SPRITE AVENUE, GLENWOOD OFFICE PARK, BLOCK C - SUITE 5 FAIRIE GLEN</i>	Postal code	<i>0043</i>

**A 7.0 Agent** [1.1; 6.2]

Discipline

*QUANTITY SURVEYING*

Name	<i>ADI INVESTMENT (PTY) LTD</i>		
Legal entity of above	<i>ADI INVESTMENT (PTY) LTD</i>	Contact person	<i>WISANI MARHANELE</i>
Practice number	<i>P.O. BOX No. 3371</i>	Telephone number	
		Mobile number	<i>083 360 3445</i>
Country	<i>SOUTH AFRICA</i>	E-mail	<i>wisaniceo@gmail.com</i>
Postal address	<i>P.O. BOX 443 MENLYN RETAIL PARK</i>	Postal code	
Physical address	<i>266 SPRITE AVENUE, GLENWOOD OFFICE PARK, BLOCK C - SUITE 5 FAIRIE GLEN</i>	Postal code	<i>0043</i>

**A 8.0 Agent** [1.1; 6.2]

Discipline

*INTERPRETIVE DISPLAY SPECIALIST*

Name	<i>ADI INVESTMENT (PTY) LTD</i>		
Legal entity of above	<i>ADI INVESTMENT (PTY) LTD</i>	Contact person	<i>TBC</i>
Practice number		Telephone number	
		Mobile number	
Country	<i>SOUTH AFRICA</i>	E-mail	
Postal address	<i>P.O. BOX 443 MENLYN PARK</i>	Postal code	<i>0063</i>
Physical address	<i>266 SPRITE AVENUE, GLENWOOD OFFICE PARK, BLOCK C - SUITE 5 FAIRIE GLEN</i>	Postal code	<i>0043</i>

**A 9.0 Agent** [1.1; 6.2]

Discipline

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 10.0 Agent** [1.1; 6.2]

Discipline

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 11.0 Agent** [1.1; 6.2]

Discipline

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

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	SOUTH AFRICAN STANDARD SYSTEM
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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]	South African Rands (ZAR)
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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]	03

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, 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

Contract drawings – description	Number	Revision	Date
Roads, parking, walkway and stormwater layout	P1808-CIV-100-01		
Road signs and marking layout	P1808-CIV-100-02		
Guard house, water and sewer reticulation layout	P1808-CIV-100-03		
Platform layout	P1808-CIV-100-04		
Busbay 1 & 2 and proposed parking layout	P1808-CIV-100-05		
Pedestrian ramp and splay layout	P1808-CIV-100-06		
Septic tank layout and details	P1808-CIV-100-07		
Road 1 cross section (sheet 1 of 3)	P1808-CIV-200-01		
Road 1 cross section (sheet 2 of 3)	P1808-CIV-200-02		
Road 1 cross section (sheet 3 of 3)	P1808-CIV-200-03		
Road 2 cross section	P1808-CIV-200-04		
Road, parking, walkways, pavement details	P1808-CIV-200-05		
Grid inlet details	P1808-CIV-200-06		
Stormwater bedding details	P1808-CIV-200-07		
Road signs standard details	P1808-CIV-200-08		
Walkway typical standard details	P1808-CIV-200-09		
Busbay geometric layout and details	P1808-CIV-200-10		

**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]

1. ARCHITECT - ADI INVESTMENT (PTY) LTD
2. QUANTITY SURVEYOR — ADI INVESTMENT (PTY) LTD
3. LANDSCAPE ARCHITECT — ADI INVESTMENT (PTY) LTD
4. INTERPRETIVE DISPLAY SPECIALIST — ADI INVESTMENT (PTY) LTD
5. CIVIL/STRUCTURAL ENGINEER — ADI INVESTMENT (PTY) LTD

**Principal agent's** and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

ADI Investment (Pty) (Ltd)

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			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 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 <b>contractor</b>		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)	<i>ATTACHED CAR POLICY</i>	
	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]		<i>SASRIA</i>	
Public liability insurance [10.1.3]			
Removal of lateral support insurance [10.1.4]		<i>0</i>	
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?	<i>NO</i>
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	<i>NO</i>
If yes, description			
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	<i>YES</i>
If yes, description		<i>INCLUDED IN CONTRACT DOCUMENTS</i>	
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	<i>YES</i>
If yes, description		<i>INCLUDED IN CONTRACT DOCUMENTS</i>	
Supply of <b>free issue</b> [12.1.10]		Yes/no?	<i>NO</i>
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

Specialisation 1	TBC
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Direct contractors [16.0]**

Extent of work [12.1.11]	TBC
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	TBC
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section	Remainder of the works

**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] @ 904% OF THE CONTRACT VALUE
	Date	working days	Date	Penalty amount per calendar day (excl. TAX)
	12 OCTOBER 2023	5 DAYS	30 APRIL 2023	R 4 347-83

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section [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 (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

N/A

## B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	20 <sup>th</sup>
Cost fluctuations [25.3.4; 26.9.5]	Yes/no? <i>NO</i>
If yes, method to calculate	

## B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	
Name of nominating body	TOURISM KWAZULU-NATAL
Applicable rules for adjudication [30.6.2]	ADJUDICATION AGREEMENT BETWEEN PARTIES AND
Arbitration [30.7.4; 30.10]	
Name of nominating body	TOURISM KWAZULU-NATAL (TKZN)
Applicable rules for arbitration [30.7.5]	AGREEMENT BETWEEN PARTIES AND ARBITRATOR

## B 14.0 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]		N/A		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]		N/A		
Inspection of adjoining properties - details [P3.3]		REPORT INCLUDED IN CONTRACT DOCUMENTS		
Handover of <b>site</b> in stages - specific requirements [P4.1]		N/A		
Enclosure of the <b>works</b> - specific requirements [P4.2]				
Geotechnical and other investigations - specific requirements [P4.3]		REPORT INCLUDED IN CONTRACT DOCUMENTS		
Existing premises occupied - details [P4.5]		N/A		
Services - known - specific requirements [P4.6]				
Water [P8.1]	By <b>contractor</b>	Yes/no?	YES	HIS COST
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	YES	HIS COST
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?	YES	HIS COST
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
Communication facilities - specific requirements [P8.4]		N/A		
Protection of the <b>works</b> - specific requirements [P11.1]		TBC		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		TBC		
Disturbance - specific requirements [P11.5]		TBC		
Environmental disturbance - specific requirements [P11.6]		TBC		

## B 15.0 Changes made to JBCC® documentation

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

N/A

## C TENDER CLOSING

Tender closing date	23/09/2022	Time	12:00 PM
Tender submission address	ITHALA TRADE CENTER CANAL ROAD, DURBAN		
Tender may be submitted by e-mail	yes/no?	NO	E-mail nondudv20@zulu.gov.za

## D TENDERER'S SELECTIONS

### 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 [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Amount N/A
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Amount N/A

### D 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	

### D 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

☒ B

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

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> 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 <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

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

### D 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 <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### 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**

	The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b> , apportioned to <b>sections</b> where completion in <b>sections</b> is required
	Fixed - An amount which shall not be varied
Option A	Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b> . Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b> , contingency sum(s) and any provision for cost fluctuations
	Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]
Option B	The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]
	The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred

### Failure to provide particulars within the period stated

Option A	Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> 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 <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b>
Option B	Where the detailed breakdown of <b>preliminaries</b> 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

## E FORM OF TENDER

### E 1.0 Tenderer's details

Name	TEFLA GROUP		
Legal entity of above	RSA	Contact person	
Business registration number	2020/449283/07	Telephone number	
VAT/GST number	4070255718	Mobile number	
Country	RSA	E-mail	SALE@TEFLA.CO.ZA
Postal address			
		Postal code	
Physical address			
		Postal code	

### E 2.0 Acceptance of tender conditions


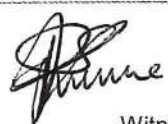
By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated

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

### E 3.0 Tender amount compilation

	Amount
Tenderer's work excluding tax	R8625 373 -45
Tax 15 %	R1 293 806 -00
Total tender amount including tax	R9 919 179.47
Total tender amount including tax, in words	NINE MILLION NINE HUNDRED AND NINETEEN THOUSAND ONE HUNDRED AND SEVENTY-NINE AND FORTY-SEVEN CENTS

Signature		Place	KEMPTON PARK	
Tenderer who by signature hereto warrants authority				
Name	DOREEN MUBHELE	Capacity	OFFICE MANAGER	Date 26/09/2023
Signature		Place	KEMPTON PARK	
Witness				
Name	SANAILE KUNENE	Date	26/09/2023	

#### E 4.0 Tender qualifications

None