



## C1.2 CONTRACT DATA

### THE JBCC, PRINCIPAL BUILDING AGREEMENT EDITION 6.2 MAY 2018

#### CONDITIONS OF CONTRACT

The Principal Building Agreement, Edition 6.2 May 2018 published by the Joint Building Contracts Committee (JBCC), PO Box 3137, Houghton, 2041, Johannesburg is applicable to this Contract and is obtainable from JBCC vendors in hard copy or electronic format on [www.jbcc.co.za](http://www.jbcc.co.za)

#### CONTRACT SPECIFICATION DATA

The following contract specification data, referring to the Principal Building Agreement, Edition 6.2 May 2018 published by the Joint Building Contracts Committee (JBCC), are applicable to this contract:

Each item of data given below is cross referenced to the clause in the condition of contract to which it mainly applies.

#### Part 1: Data Provided by the Employer

Clause	Data
1.1	"Construction Period" means the period commencing on the intended date of possession of the site by the contractor and ending on the date of practical completion
2.5	<p>The employer's address for receipt of communication is:</p> <p><b>2A Walter Sisulu Street</b> <b>MIDDELBURG</b> <b>1050</b> <b>P O Box 437</b> <b>Middelburg</b> <b>1050</b></p> <p><b>Telephone: 013 249 2000</b> <b>Facsimile: 013 249 2145</b></p> <p>The address and telephone number of the Employer's Agent is:</p> <p><b>HMP Africa Consulting Engineers</b> <b>Brooklyn Bridge Office Park</b> <b>Brooklyn</b> <b>0181</b> <b>Telephone: 082 678 4333</b> <b>Email: yusuf@iengineer.co.za</b></p>
5.7	<p>Add the following:</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"><li>• Health and Safety Plan,</li><li>• Comprehensive Initial Programme of Works,</li><li>• Securities (Refer to Clause 11.1.1)</li><li>• Insurances (Refer to Clause 10.1)</li><li>• Detailed cashflow forecast</li></ul>

Tenderer

Witness 1

Witness 2

Employer

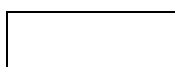
Witness 1

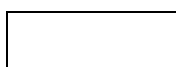
Witness 2

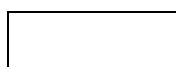


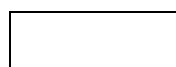
5.8	Add the following:  All required documentation shall be provided within fifteen <b>(15) working days</b> of acceptance of the contractor's tender.
6.7	The Name of the Employer is <b>Nkangala District Municipality</b>  The NDM General Manager Technical Services is <b>Mr. DJD Mahlangu</b>
6.9	The Employer's Agent is <b>HMP Africa Consulting Engineers</b> represented by <b>Mr Yusuf Suder</b>
10.1.1	The value of materials supplied by the Employer to be included in the insurance sum is <b>NIL</b> .
11.1.1	A guarantee for construction shall be equal to ten per cent <b>(10%)</b> of the contract sum and shall be reinforced and kept for security until the final payment certificate has been issued.
11.2.1	The guarantee for construction shall maintain and/or replace at least twenty <b>(20) working days</b> before such security is due to expire.
19.8	Add the following:  The period for achieving Practical Completion is <b>ten (10) months</b> from the intended date of possession of the site.
19.9	Add the following:  The special non-working days are the official builder's holiday plus all statutory public holidays.  The year-end break commences <b>on 20<sup>th</sup> December and ends on 6<sup>th</sup> January.</b>
21.1	The defects liability period for the works shall commence on the calendar day following the date of practical completion and end at midnight ninety (90) calendar days from the date of practical completion or when work on the list for completion has been satisfactorily attended, whichever is the later.
24.4	The penalty for failing to bring the works, or a section thereof, to practical completion by the date for practical completion, or revised date for practical completion is <b>R2000 per day</b> .
25.17	Add the following:  The pricing strategy is <b>Re-measurement Contract.</b>
25.3.12	The retention amount shall be ten per cent <b>(10%)</b> of the value of work executed on each payment certificate.

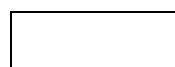
CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
	<b>The application of a Contract Price Adjustment factor will not apply to this Contract.</b>

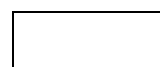
  
Tenderer

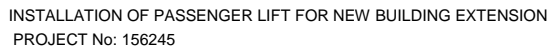
  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



Clause	Contract Data														
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>														
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>														
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> </tbody> </table>			Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		Retention of 10% of the value of the Works (Incl. VAT).		Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
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6.8.3	<p>The variation in cost of special materials is:</p> <table border="1"> <thead> <tr> <th>Special Material</th><th>Method</th><th>Price for Base Month</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>			Special Material	Method	Price for Base Month									
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**Witness 2**



*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*