

Annexure M

Contract Data

Procurement and installation of an HVAC system and replacement of the BMS System at the CSIR ICC for a period of three (3) years

RFP No. 9501/16/04/2025

1.1. Contract data

C.1.2 Contract Data

The Conditions of Contract are the Joint Building Contracts Committee Series Principal building agreement (May 2018 Edition 6.2) published by the Joint Building Contract 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).

The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement.

The ASAQS Preliminaries (November 2007 Edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in the bills of quantities.

The Model Preambles for Trades (2008 Edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

C.1.2.1 Contract Data: Employer to Contractor (EC)

This addendum contains all variables referred to in the **Principal Building Agreement** that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums “Contract Data – EC”, “Contract Data – CE”, “Contract Data – ES” and “Contract Data – SE” form part of the contract between the parties.

Definitions

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.

Provision of Contract Data

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 clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the contract data.

Reference Clauses

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

Section C1.1.1.1: PROJECT INFORMATION

A1.0 Works [1.1]

Project name	The Provision of appointment of service provider contractor for the ICC HVAC, BMS, ELECTRICAL Single Source Project at Building, Scientia Pretoria Campus.
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Township / Suburb	Lynwood, Gauteng
Site address	Meiring Naudé Rd, Brummeria, Pretoria, 0001
Local authority	Tshwane Local Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Council for Scientific and Industrial Research (CSIR).
Country	South Africa
Employer's representative: Name	
E-mail	tender@csir.co.za

Mobile number		Telephone number	
Postal address	Meiring Naudé Road, Brummeria, Pretoria.	Postal Code	0102

A4.0 Agent [1.1]

Discipline	Principal Agent		
Name	Delta built environment consultants		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A4.0 Agent [1.2]

Discipline	Electrical Engineer		
Name	Delta built environment consultants		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

Discipline	Mechanical Engineer		
Name	Delta built environment consultants		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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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	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Two (2)
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 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

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** [5.2]

Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [5.3]

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 [18.2.1] (contract sum or amount)			
or	Works with practical completion in sections [8.2.1] (contract sum or amount			
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)			
	Direct contractors [13.0] where applicable, to be included in the contract works insurance			
	Free issue [10.1.12] 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 [8.2.2]				
Public liability insurance [8.2.3]				
Removal of lateral support insurance [8.2.4]				
Other insurances [8.2.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor		Deductible
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Yes / No:	<u>Yes</u>	Amount including tax	amount including tax
	<u>New works [10.1.1] (Contract sum or amount)</u>		
or	<u>Works with practical completion in sections [10.2] (contract sum or amount)</u>		
or	<u>Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)</u>		
	<u>Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance</u>		
	<u>Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance</u>		
	<u>Escalation, professional fees and reinstatement costs if not included above</u>		
Total of the above contract works insurance amount		To the minimum value of the contract sum + 20%	
Supplementary insurance [10.1.2; 10.2]		N/A	N/A
Public liability insurance [10.1.3; 10.2]		R10 million	R10 000.00
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
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?	Yes
If yes, description	Operational facility with meetings and offices. Hoarding off to be done.		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily excluding weekends. Work required to be executed outside of these hours must be arranged with the Project Manager, in advance.		

Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	Yes
If yes, description	Will be indicated on site handover		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialization
Specialization 1		
Specialization 2		
Specialization 3		
Specialization 4		
Specialization 5		
Specialization 6		
Specialization 7		
Specialization 8		
Specialization 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	No	If yes, description of specialization
Specialization 1		
Specialization 2		
Specialization 3		
Specialization 4		
Specialization 5		
Specialization 6		
Specialization 7		
Specialization 8		
Specialization 9		

B 10.0 Direct contractors [16.0]

Yes /	No	If yes, description of extent of work
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No?		
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	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

B 12.0 Possession of site [12.1.5], practical completion [19.0; 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]	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]
		working days	Period in months	Penalty amount per calendar day (excl. tax)

		10 Working days	12 (Calendar) Project as whole	0.031% of the contract sum
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or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	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]
		No	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
<p>On achievement of practical completion, the contractor is to hand over certificates and manuals, etc. related to the works as listed below:</p> <ul style="list-style-type: none"> • Electrical Certificate of Compliance; • All documentation to comply with statutory and legislative requirements; • HVAC Certificate of Compliance, operating and maintenance manuals, as-built drawings and commissioning data. • Draft handover pack <ul style="list-style-type: none"> ○ As-built drawings ○ Commissioning data ○ Operating and maintenance manuals

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	N/A	

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Forty-five (45) days from invoice		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	To be agreed between parties	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	Yes
If Yes, name of nominating body *If No, then dispute will be referred to litigation	Association of arbitrators	
Applicable rules for arbitration [30.7.5]	JBCC Arbitration Rules (January 2020)	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A	
Previous work - defects - details of previous contract(s) [B3.2]	N/A	
Inspection of adjoining properties - details [B3.3]	N/A	
Handover of site in stages - specific requirements [B4.1]	Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]	Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]	N/A	
Existing premises occupied - details [B4.5]	Working areas will be occupied	

Services - known - specific requirements [B4.6]		Identification and protection of existing services	
Water [B8.1]	By contractor	Yes / No?	No
	By employer	Yes / No?	Yes
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	No
	By employer	Yes / No?	Yes
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Minor Works Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties

CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (**Act** No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of

the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

7.0 Design responsibility

Amend 7.1 to read as follows:

The contractor shall be responsible for the design of structural steel plinth shop drawing designs to be submitted to the principal agent approval.

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the contractor"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.

10.1.5.1.2 Injury to persons or loss of or damage to property

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.

10.1.5.1.3

It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so

10.1.5.1.4

The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any contractor in respect of the works executed on Site

11.2 The contractor, on being given possession of the site, shall

Amend 11.2 to read as follows:

Site possession to be given within 7 (seven) working days after receipt of documentary evidence that:

Insurances have been effected [12.2];

Security has been provided to the Employer [14.1];

Safety Plan has been approved by the Employer.

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the site to the contractor within ten (10) working days of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) working days of the date of the agreement submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the contractor’s lien or right of continuing possession of the works where this has not been waived”

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or compensatory interest”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The contractor’s estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

B TENDERER’S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
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	December 2025	end date	January 2026
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C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
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	Option:	
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	<p>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</p> <p>Fixed - An amount which shall not be varied</p> <p>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</p> <p>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]</p>
Option B	<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 [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>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</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

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