



MINOR WORKS AGREEMENT: CONTRACT DATA

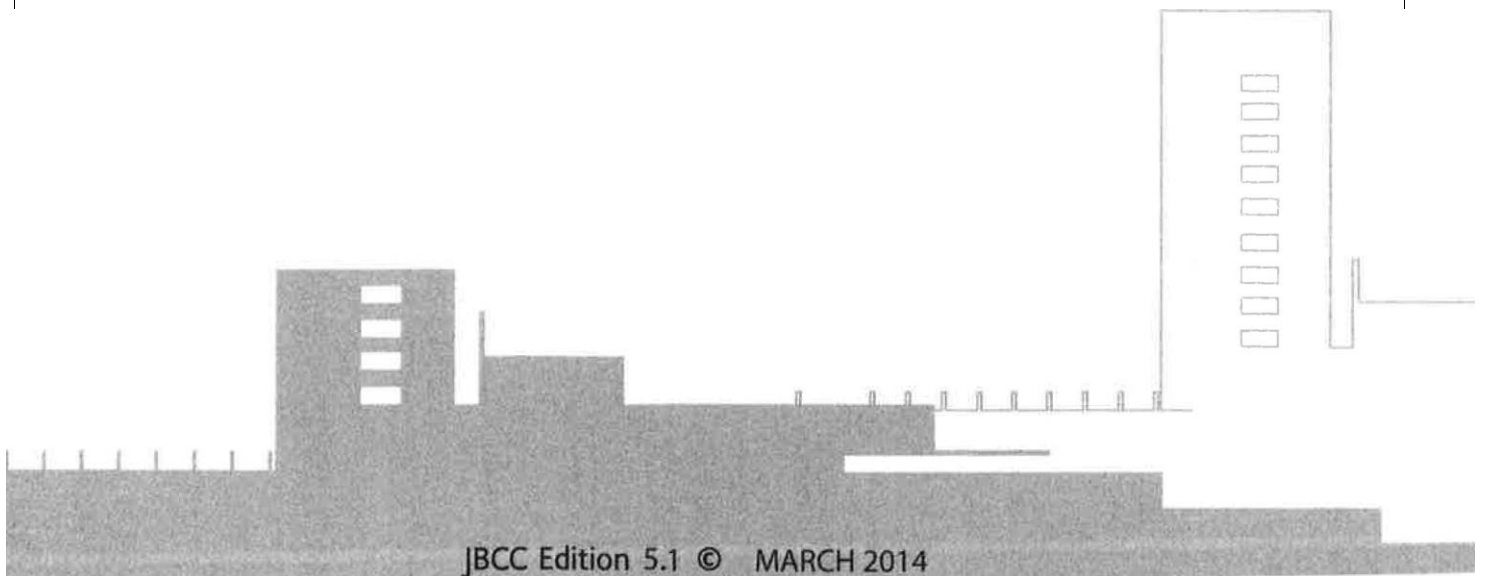
Project

Employer

Contractor

Contract Date

File Code



CONTRACT DATA

used in conjunction with the

JBCC® Minor Works Agreement

Edition 5.1 - published March 2014

Preface

JBCC® Constituents

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 experiences to the compilation of JBCC® documents. 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. The constituents are:

Association of Construction Project Managers
Association of South African Quantity Surveyors
Consulting Engineers South Africa
Master Builders South Africa
South African Black Technical and Allied Careers Organisation
South African Institute of Architects
South African Property Owners Association
Specialist Engineering Contractors Committee

Application of JBCC® Contract Documents

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text shall bear the meaning assigned to it in the definitions of such Agreement. Where a word or phrase is not in bold type it shall bear 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® Minor Works Agreement. 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® Minor Works 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® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning

The JBCC® Minor Works Agreement Edition 5.1 and the Contract Data Edition 5.1 have been coordinated with JBCC® Certificates and other support documents. Forms from previous editions or the JBCC® Principal Building Agreement and/or the JBCC® N/S Subcontract Agreement edition are not compatible with the MVVA Edition 5.1

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Page 2

A TENDER INFORMATION

A1 Project name

A2 Works description

A3 Site description

Erf No [Township	
Local authority	
Street address	

Employer

Name

Business-eg:

public

company

Business

registration

number

VAT/GST

Contact person

Mobile

E-mail

Registered street address

Postal address

Code

Telephone

Fax

Principal agent

Name

Practice registration number

VAT/GST

Contact person

Mobile

E-mail

Registered street address

Postal address

Code

Telephone

Fax

Agent

Name

Practice registration number

 VAT/GST

Contact person

Mobile

Registered street address

Postal address

 VAT/GST Mobile Code

Telephone

 Fax

Agent

Name

Practice registration number

Contact person

E-mail

Registered street address

Postal address

 Code

Telephone

 Fax

Agent

Name

Practice registration number

 VAT/GST

Contact person

Mobile

E-mail

Registered street address

Postal address

 Code

Telephone

 Fax

B CONTRACT DATA

Clause references apply to the JBCC@ Minor Works Agreement Edition 5.1 (MWA) published March 2014

Only clauses in the MINA requiring the provision of information [CD] are quoted below

2.0 Law, regulations and notices

2.4/19.13 Law of the country applicable to the project

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4 Contract documents

4.1 Signed contract documents held by the principal agent, or

4.3 Number of copies of documents issued free to the contractor

		copies

Priced document

Lump sum priced document, or

Priced bills of quantities (BOQ)

System/method of measurement

yes / no?	
yes / no?	

Contract documents

comprising...

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Description

Marked ? Notes

JBCC@ Minor Works Agreement Ed 5.1 - March 2014		
JBCC@ MWA Contract Data Ed 5.1 - March 2014	B	

Contract drawings - description

Date

Marked

Number

Rev

NOTE: If insufficient space, please see annexure

5.0

Description of interests of agents in the project other than professional services, if applicable	
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Employer's agents

5.3

Page 5

8.3 Insurances by the employer

Obligation Currency Insured amount

Contract Works Insurance (CWI) (including materials and goods, temporary works) contract sum

Allowance for professional fees and escalation of the insured value at 25% pa, or ? % Free

issue material at new replacement value, added to CWI, where applicable

Employer owned surrounding property (care, custody, control or worked on)

Public Liability Insurance (each and every claim OR unlimited / value ?)

Supplementary insurance (incl CINI extensions)

per cm

Removal of Lateral Support Insurance

employer

Other:

Policy deductibles

Currency Amount

- Works / free issue contractor

- Employer owned surrounding properties contractor

- Public Liability

contractor

- Supplementary Insurance contractor

- Removal of Lateral Support

contractor

- Other:

contractor

9.0 Security

9 1/9.3 The contractor shall provide a Guarantee for Construction to the employer > D9.3

yes (no?

10.0

1 0.1 . 1 The employer

Description of free issue by employer
(Attach separate page for multiple items)

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10.0

1 0 , 1 Site information

Premises occupied - yes/no? identify area?

--

1 0. 1 4 Relevant natural features to be retained / relocated / removed

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1 0.1 . 5

Utilities connections provided?

1 0.1 . 6

Areas the contractor may not occupy?

NOTE: If insufficient space, please see annexure .

13.0 Direct contractors

1 3. 1 . 1 Employer to define extent of work by a direct contractor

1 3. 1 . 2 Specialisation:

1 3.1 2 Specialisation:

NOTE: If insufficient space, please see annexure

15/18 Practical completion I penalty for late completion

Due date / yyyyymmdd

1 0.1 7 Possession of the site - intended date

1 8,2 Practical completion of the

Notice to inspect ? w- Days	Date for practical completion Y ymmdd	Pemalty Currency	Penalty Amount / calendar day

works as a whole

15.0 Practical completion

15.1.1 Items that do not have to be complete to achieve practical completion

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Criteria to achieve practical completion

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NOTE: If insufficient space, please see annexure	
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19.0 Payment

1 9.0 Currency:

1 9.2 Issue of regular payment certificates on

1 9.3 9 Materials and goods off site - paid subject to...

date each month, or		day of week	
Guarantee for Advance Payment provided ?			

22.0 Dispute resolution

22.2 Alternative dispute resolution organisation

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Changes made to JBCC@ documentation

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Note: The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect."

NOTE: If insufficient space, please see annexure	
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C TENDER CLOSING

Tender closing: date

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Tender closing: time

--

Tender closing: place

--

SUBMISSION ADDRESS

--

Delivered in electronic format?

yes / no?

--

E-mail address

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Alternate offer considered ?

yes / no?

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Only if original tender submitted

yes / no?

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D TENDERERS SELECTION (to be completed by the tenderer)

9.0 Securities

9.3 1 Guarantee for Construction (variable)

yes/no ?

9.3 9 or Payment reduction, where no security is provided

yes/no ?

9.4 Guarantee for Advance

Provided by the contractor
deposit for materials

yes/no ?

Payment

(where the contractor requests
Purpose

and goods)

the employer to pay a

9.5 Guarantee for Payment

To be provided by the employer

yes/no ?

17.4 Date for Practical completion.

Contractor's holiday periods ?

(for consideration by the principal agent in the revision of the date for practical completion)

Contractor's annual holiday period year 1 from ... Contractor's

'other' holiday period - year 1 from...

Currency		amount	
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	until	
	until	

20.0 Adjustment of Preliminaries

20.0 Payment of preliminaries

20.5.3 Assessed by principal agent, an amount pro-rated as preliminaries to the contract sum, (incl tax), excluding preliminaries and contingencies

Adjustment of preliminaries

20 5 3 The contractor shall provide a breakdown of charges (incl tax) within 15 working days of the date of acceptance of tenderly excluding preSiminaries and contingency amounts

Where the contractor fails to provide such information within the specified period the amount for preliminaries shall be subdivided in the following proportions by the principal agent:

- 10% of the amount shall not be varied
- 15% varied in proportion of the contract value to the contract sum
- 75% varied in proportion to the revised construction period compared to the initial construction period...

For a lump sum contract, where the contractor fails to identify the preliminaries amount, such amount shall be deemed to be seven and one half percent (7.5%) of the contract sum excluding any contingency amounts and tax

Notes

- 1 By submission of this tender to the employer the tenderer offers and agrees to execute and complete the works and remedy any defects in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed

- 2 The tender shall remain in full legal force forthirty (30) calendar days from the closing date of the tender. The tenderer accepts liability for damages that may be suffered by the employer should the tender validity period not be honored
- 3 The lowest or any offer will not necessarily be accepted by the employer - nor need reasons be given for such a decision

4

Annexures. Marked

A	
B	

TENDER SUM COMPILATION

	Currency		amount	
-renderers work excluding tax				
Tax	. at percentage		amount	
Total TENDER SUM inclusive of tax			amount	
Tender sum in words				

(Print) TENDERER Capacity who, by its SIGNATURE warrants authority thereto Date Location

WITNESS print name Capacity SIGNATURE Date Location

TENDERERS DETAILS

Name			
Business-eg: public company			
Business registration number	VAT/GST		
Contact person	Mobile		
Registered street address			
Postal address		Code	
Telephone	Fax		