



PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project MAKEPEACE

Employer SANPROP INVESTMENTS (PTY) Ltd

Contractor BSP CONSTRUCTION

Contract Date MAKEPEACE, JUNE 2020

File Code MAKEPEACE

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 e.g. [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	MAKEPEACE
Reference number	
Works description	ADDITIONS AND ALTERATIONS TO EXISTING BUILDINGS.

A 2.0 Site [1.1]

Erf / stand number	937
Township / Suburb	REDHOUSE
Site address	MAKEPEACE CRESCENT
Local authority	NMBM

A 3.0 Employer [1.1]

Name	SHINPRO INVESTMENTS (PTY) LTD		
Legal entity of above	Pty.	Contact person	Charles Lumsden
Business registration number		Telephone number	0834134002
VAT/GST number		Mobile number	0834134002
Country	SA	E-mail	charles.lumsden@ofcgroup.co.za
Postal address		Postal code	
Physical address	24 LANDSDOWNE PLACE, RICHMOND HILL, PE.		
		Postal code	6001

A 4.0 Principal agent [1.1]

Name	DMV ARCHITECTURE		
Legal entity of above	CC	Contact person	DAL VENABLES
Practice number	PD 4719 (SAIA)	Telephone number	041 5811590
		Mobile number	083 295 3601
Country	SA	E-mail	dal@dmvarchitecture.co.za
Postal address		Postal code	
Physical address	UNIT 7, THE 1054, 254 MAIN ROAD WATKINS, PE.		
		Postal code	6070

A 5.0 Agent [1.1; 6.2] Discipline **ARCHITECT.**

Name	DAL VENABLES (DMV)		
Legal entity of above	Contact person	0415811590	
Practice number	Telephone number		
	Mobile number		
Country	E-mail		
Postal address	Postal code		
Physical address	Postal code		

A 6.0 Agent [1.1; 6.2] Discipline **ARCHITECTURAL TECHNOLOGIST.**

Name	DEMAND POTGIETER (DMV)		
Legal entity of above	Contact person	0415811590	
Practice number	Telephone number		
	Mobile number		
Country	E-mail		
Postal address	Postal code		
Physical address	Postal code		

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

Name	STANCE CONSULTING ENGINEERS		
Legal entity of above	Contact person	JS KRIEL	
Practice number	Telephone number		
	Mobile number	082 4669547	
Country	E-mail	jj@stanceconsulting.co.za	
Postal address	Postal code		
Physical address	Postal code	UNIT 9, THE 1054, 254 MAIN ROAD, WILMEX, PE . 6510	

A 8.0 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 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	FIXED CONTRACT WITH B.O.Q.
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	SOUTH AFRICAN.
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	RIANOS (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]	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, 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
ADDENDUM 01 - SCOPE OF WORKS	1 to 7
ADDENDUM 02 - SIGNED B.O.Q	1 to 10

[illegible]

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]

DAL VENABLES — DMV ARCHITECTURE
 DENARD POTGIETER — DMV ARCHITECTURE

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
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 contractor		Amount including tax	Deductible amount including tax
Contract works insurance:			
New works [10.1.1] (contract sum or amount)		R10400000	R20000
Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount		R35000000	
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]		R20000000	R15000
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]:			
Yes/no?	YES		
If yes, description 1			
SUBSEQUENT PROPERTY		R5000000	R10000
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?	YES
If yes, description	BENEFICIAL OCCUPATION MID OCTOBER 2020		
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?	YES
If yes, description	FIRE DAMPERS FOR OFFICE WINDOWS		

B 8.0 Nominated subcontractors [14.0]

Specialisation 1	N/A
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Direct contractors [16.0]

Extent of work [12.1.11]	N/A
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	Part 1 - AS PER ADDENDUM 01
Section 2	Part 2 - AS PER ADDENDUM 01
Section 3	Part 3 - AS PER ADDENDUM 01
Section 4	EXTERNAL WORKS - AS PER ADDENDUM 01
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]
	Date	working days	Date	Penalty amount per calendar day
	4 JUNE	5	29th OCTOBER 2020	£10 000

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
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

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	22ND OF EACH MONTH		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	NO	
If yes, method to calculate			

B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	ASSOCIATION OF ARBITRATORS
Name of nominating body	
Applicable rules for adjudication [30.6.2]	AS PER ADJUDICATION
Arbitration [30.7.4; 30.10]	ASSOCIATION OF ARBITRATORS
Name of nominating body	
Applicable rules for arbitration [30.7.5]	AS PER ARBITRATION

B 14.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes/no?	YES	FIXED ADDENDUM 2
Availability of construction information [P2.3]		Yes/no?	YES	AS PER ADDENDUM 01
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		N/A		
Previous work - defects - details of previous contract(s) [P3.2]		N/A		
Inspection of adjoining properties - details [P3.3]		N/A		
Handover of site in stages - specific requirements [P4.1]		N/A		
Enclosure of the works - specific requirements [P4.2]		AS PER CONTRACTOR		
Geotechnical and other investigations - specific requirements [P4.3]		N/A		
Existing premises occupied - details [P4.5]		NONE		
Services - known - specific requirements [P4.6]		AS PER ADDENDUM 1		
Water [P8.1]	By contractor	Yes/no?	NO	
	By employer	Yes/no?	YES	
	By employer – metered	Yes/no?	NO	
Electricity [P8.2]	By contractor	Yes/no?	NO	
	By employer	Yes/no?	YES	
	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]		By CONTRACTOR		
Protection of the works - specific requirements [P11.1]		By CONTRACTOR		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		N/A		
Disturbance - specific requirements [P11.5]		N/A		
Environmental disturbance - specific requirements [P11.6]		N/A		

B 15.0 Changes made to JBCC® documentation

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

AS PER CONTRACTUAL OBLIGATIONS WITHIN
ADDENDUM 01.

ADDENDUM 01 SHALL SUPERCEDE ANY SPECIFIC CLAUSES
AS NOTED IN ADDENDUM 01 WHEN COMPARED WITH
THIS CONTRACT.

C TENDER CLOSING

Tender closing date		Time	
Tender submission address			
Tender may be submitted by e-mail	yes/no?	E-mail	

D TENDERER'S SELECTIONS

D 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B ☐

AS PER ADDENDUM C1

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	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Amount	

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	

NONE

D 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

AS PER ADDENDUM C1

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

AS per Amendment 01

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 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 fluctuation

E FORM OF TENDER

E 1.0 Tenderer's details

Name	BSP CONSTRUCTION		
Legal entity of above		Contact person	MARIL BRITSEY
Business registration number	2008/018663/07	Telephone number	041 581 2244
VAT/GST number	4536252214	Mobile number	
Country		E-mail	charrylebsp Holdings.co.za
Postal address		Postal code	
Physical address	16 6th AVENUE WALKER, PE.		
		Postal code	6070

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	R 8985 893.74
Tax 15 %	R 1382 445.19
Total tender amount including tax	R 10 368 338.93
Total tender amount including tax, in words	TEN MILLION THREE HUNDRED AND SIXTY EIGHT THOUSAND, THREE HUNDRED AND THIRTY EIGHT RAND AND NINETY THREE CENTS ONLY —

Signature	Tenderer who by signature hereto warrants authority	Place	
Name	Capacity	Date	
Signature	Witness	Place	
Name		Date	

E 4.0 Tender qualifications

