



PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project	Roof Repairs and Maintenance to Iziko Museums
Employer	Iziko Museums of South Africa
Contractor	
Contract Date	
File Code	SS/Roof Repairs and Maintenance/06/2023

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

Disclaimer

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Roof Repairs and Maintenance to Iziko Museums
Reference number	SS/Roof Repairs and Maintenance/06/2023
Works description	Refer to Various sites - refer to Part A : Invitation to Bid (SBD 1)

A 2.0 Site [1.1]

Erf / stand number	Various sites - refer to Part A : Invitation to Bid (SBD 1)
Township / Suburb	Various sites - refer to Part A : Invitation to Bid (SBD 1)
Site address	Various sites - refer to Part A : Invitation to Bid (SBD 1)
Local authority	Cape Town

A 3.0 Employer [1.1]

Name	Iziko Museums of South Africa		
Legal entity of above		Contact person	Fahrnaaz Johadien
Business registration number	9051/015/60/1	Telephone number	021 481 3988
VAT/GST number		Mobile number	076 520 5991
Country	South Africa	E-mail	fjohadien@iziko.org.za
Postal address	PO Box 61		
	Cape Town	Postal code	8000
Physical address	25 Queen Victoria Street		
	Cape Town	Postal code	8001

A 4.0 Principal agent [1.1]

Name	Osmond Lange Architects & Planners (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Francois Nortje
Practice number		Telephone number	021 948 1877
		Mobile number	
Country	South Africa	E-mail	francoisn@o-l.co.za
Postal address	PO Box 499		
	Bellville	Postal code	7535
Physical address	Tyger Terraces II, DJ Wood Way		
	Belville	Postal code	7535

A 5.0 Agent [1.1; 6.2]

Discipline	Architect
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Name	Osmond Lange Architects & Planners (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Francois Nortje
Practice number		Telephone number	021 948 1877
		Mobile number	
Country	South Africa	E-mail	francoisn@o-l.co.za
Postal address	PO Box 499		
	Bellville	Postal code	7535
Physical address	Tyger Terraces II, DJ Wood Way		
	Belville	Postal code	7535

A 6.0 Agent [1.1; 6.2]

Discipline	Quantity Surveyor
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Name	FLQS (Pty) Ltd trading as Farrow Laing Quantity Surveyors		
Legal entity of above	Private Company	Contact person	Willem Visser
Practice number		Telephone number	021 110 0270
		Mobile number	084 508 1361
Country	South Africa	E-mail	willem@farrowlaing.co.za
Postal address	PO Box 1051		
	Stellenbosch	Postal code	7599
Physical address	100 Dorp Street		
	Stellenbosch	Postal code	7600

A 7.0 Agent [1.1; 6.2]

Discipline	Electrical & Fire detection
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Name	Bosch Projects (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Abrie Spangenberg
Practice number		Telephone number	021 914 2756
		Mobile number	079 499 5413
Country	South Africa	E-mail	spangenberg@boschholdings.co.za
Postal address			
		Postal code	
Physical address	27 Willie van Schoor Drive		
	Bellville	Postal code	7530

A 8.0 Agent [1.1; 6.2]

Discipline	Mechanical
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Name	Bosch Projects (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Kasheel Goberdhan
Practice number		Telephone number	021 914 2756
		Mobile number	082 622 5884
Country	South Africa	E-mail	goberdhank@boschprojects.co.za
Postal address			
		Postal code	
Physical address	27 Willie van Schoor Drive		
	Bellville	Postal code	7530

A 9.0 Agent [1.1; 6.2]

Discipline	Civil / Structural
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Name	Henry Fagan Consulting Engineers & Project Managers		
Legal entity of above	Private Company	Contact person	Jacques Retief
Practice number		Telephone number	021 423 0873
		Mobile number	082 788 8011
Country	South Africa	E-mail	jacques@henryfagan.com
Postal address			
		Postal code	
Physical address	154 Bree Street		
	Cape Town	Postal code	8001

A 10.0 Agent [1.1; 6.2]

Discipline Health and Safety

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

Standard System of Measuring Building Work, Seventh Edition 2015 - ASAQS

B 2.0 Law, regulations and notices [2.0]**Law** applicable to the **works**, state country [2.1]

Republic of South Africa

B 3.0 Offer and acceptance [3.0]Currency applicable to this **agreement** [3.2]

South African Rand

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		N/A	
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)		
	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		Contract sum x 2	
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]		R 10 000 000	
Removal of lateral support insurance [10.1.4]			
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?	Yes
If yes, description	All of the museums will be operational and the contractor needs to make necessary arrangements in this regard		
Restriction of working hours [12.1.2]		Yes/no?	yes
If yes, description	Monday to Friday, 08:00 to 17:00		
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?	Yes
If yes, description	As described at the tender briefing session		
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Direct contractors [16.0]

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 10.0 Description of sections [20.1]

Section 1	Iziko Bertram House and Annexe (IBH)
Section 2	Iziko Bo-Kaap Museum (IBK)
Section 3	Iziko Koopmans de Wet House (IKdW)
Section 4	Iziko SA Museum (ISAM) and Planetarium
Section 5	Iziko Rust en Vreugd (IR&V)
Section 6	Iziko SA National Gallery (ISANG)
Section 7	Iziko ISANG Annexe building (Conservation Centre)
Section 8	Iziko Social History Centre (ISHC)
Section 9	Iziko Slave Lodge (ISL)
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

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			31 Mar 2024	
Section 2	1 Apr 2024			
Section 3			31 Mar 2024	
Section 4	1 Apr 2024			
Section 5	1 Apr 2024			
Section 6			31 Mar 2024	
Section 7			31 Mar 2024	
Section 8	1 Apr 2024			
Section 9	1 Apr 2024			
Remainder of the works				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

No additional specific requirements

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
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] Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10] Name of nominating body	
Applicable rules for arbitration [30.7.5]	

B 14.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?	No	
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]	No additional specific requirement		
Handover of site in stages - specific requirements [P4.1]	To be advised - depends on order of buildings		
Enclosure of the works - specific requirements [P4.2]	No additional specific requirement		
Geotechnical and other investigations - specific requirements [P4.3]	N/A		
Existing premises occupied - details [P4.5]	As described at the tender briefing session		
Services - known - specific requirements [P4.6]	As per scope of works		
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]	No additional specific requirements		
Protection of the works - specific requirements [P11.1]	As described at the tender briefing session		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	As described at the tender briefing session		
Disturbance - specific requirements [P11.5]	As described at the tender briefing session		
Environmental disturbance - specific requirements [P11.6]	No additional specific requirement		

B 15.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
Refer to Part C.3 for all changes made to the JBCC documentation

C TENDER CLOSING

Tender closing date		Time	
Tender submission address	Iziko South African Museum, 25 Queen Victoria Street, Cape Town, 8001		
Tender may be submitted by e-mail	yes/no?	No	E-mail

D TENDERER'S SELECTIONS

D 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

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	

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

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

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	<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] as compared to the number of calendar days in the initial construction period [23.3; 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 categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
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 sixty (60) 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				
Tax	15	%		
Total tender amount including tax				
Total tender amount including tax , in words				

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

Signature	Witness	Place			
Name		Date			

E 4.0 Tender qualifications

A large, empty rectangular box with a thin black border, occupying the upper half of the page. It is intended for the submission of tender qualifications.