

CONSTRUCTION OF THE PHASE 1 OF THE NEW FREEDOM PARK SECURITY WELCOME CENTRE

BID NUMBER: MEGA/2017/16

C1.2 CONTRACT DATA

The Conditions of Contract are the **JBCC® Principal Building Agreement (Edition 4.1 – March 2005)** 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.

Application of JBCC® Contract Documents

The definitions contained in the JBCC® Principal Building 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® Principal Building 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® 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.

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.

The **SANS 1200 Standardised Specification for Civil Engineering Construction**, and specific amendments and additions shall be deemed to be incorporated in the External Works bill of quantities.

The **Standard Specifications for Road and Bridge Works for State Road Authorities** as approved by the Committee of Land Transport Officials (COLTO), the 1998 Edition.

The SANS 2001-CC1:2012 Edition 1.1 SOUTH AFRICAN NATIONAL STANDARD Construction works Part CC1: Concrete works (structural). SANS 2001-CS1:2012 Edition 1.1 SOUTH AFRICAN NATIONAL STANDARD Construction works Part CS1: Structural steelwork. SANS 2001-BE1:2008 Edition 1 SOUTH AFRICAN NATIONAL STANDARD Construction works Part BE1: Earthworks (general), as well as Drawing AL-GN-GED-001 Rev A – Standard Engineering Details, General Notes is applicable for **Structural Engineering Construction Work**.

SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the JBCC Conditions to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC Conditions, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the JBCC Conditions, and an appropriate heading.

APPENDIX A: TRANSFER OF RIGHTS

**TRANSFER OF RIGHTS AND INDEMNITY
 (To be completed during construction by successful Tenderer only)**

Claim for materials on site, Payment Certificate No. **Date:**

Contract No: for (contract title)

I, the undersigned (name of signatory) in my capacity as

.....of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

.....
 insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
Total Value of Materials and goods					

Signed by:
 for and on behalf of the Contractor.

Date:

Witnessed by:

Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site

CONTRACT VARIABLES

THE SCHEDULE

This Schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.

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 deleted. Where insufficient space is provided the information should be annexed hereto and cross references to the applicable clause of the **schedule**.

Key cross reference clause are italicised in [] brackets as an aid to the user and cannot be relied upon exclusively as indicating all related clauses.

42.0 PRE-TENDER INFORMATION

42.1 CONTRACT AND OTHER PARTIES

42.1.1 Employer **Freedom Park**

Postal address **P.O. Box 2710 Salvokop Pretoria**

Code **0001**

Tel **+27 12 336 4003** Fax **+27 12 336 4021** Email _____

Tax / Vat registration No

4	0	0	0	1	4	2	2	6	7
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[1.2] Physical address **Corner Koch and 7th Avenue**

Salvokop, Pretoria, South Africa, 0001

42.1.2 Principal Agent **Imbeu Development and Project Management**

Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax **+27** Email thabiso@imbeu.co.za

42.1.3 Agent (1) **Imbeu Development and Project Management (Architect)**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax _____ Email tuduma@mattblackds.co.za

42.1.4 Agent (2) **Imbeu Development and Project Management [Quantity Surveyor]**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax _____ Email reobaka@icloud.com

42.1.5 Agent (3) **Imbeu Development and Project Management [Civil/Structural Engineer]**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax **+27 15 295 2024** Email farai@fijconsulting.co.za

42.1.6 Agent (4) **Imbeu Development and Project Management [Mechanical Engineer]**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax Email vinay@willpowerworx.co.za

42.1.7 Agent (5) **Imbeu Development and Project Management [Electrical Engineer]**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code

Tel **+27 12 004 1796** Fax Email theo@willpowerworx.co.za

42.1.8 Agent (6) **Imbeu Development and Project Management [Health and Safety]**

[5.1] Postal address **353 Festival Street, Office Suite 313 Hatfield Pretoria**

Code **0083**

Tel **+27 12 004 1796** Fax Email lebo@elimrisk.co.za

42.1.9 Agent (7)

[5.1] Postal address

Code

Tel Fax Email

42.1.10 Agent (8)

[5.1] Postal address

Code

Tel Fax Email

42.1.11 Agent (9)

[5.1] Postal address

Code

Tel Fax Email

42.1.12 Agent (10) _____
 [5.1] Postal address _____
 _____ Code _____
 Tel _____ Fax _____ Email _____

42.2 CONTRACT DETAILS

42.2.1 Works description **Construction of the phase 1 of the new Freedom Park Security Welcome Centre.**

42.2.2 **Site description** **Corner Koch and 7th Avenue, Salvokop, Pretoria, South Africa**

42.2.3 Work or
 [22.2] installations by
 direct contractors **None**

42.2.4 Specific options that are applicable to a State organ only

[41.0] Where so:
 [31.11.2#] (1) Interest rate legislation

RSA

[11.2#] (2) Lateral support insurance to be effected by the contractor Yes/no

Yes

[31.4.2#] (3) Payment will be made for materials and goods Yes/no

No

[40.2.2#] (4) Dispute resolution by litigation Yes/no

Yes

[26.1.2#] (5) Extended defects liability period applicable to the following elements:
None

42.2.5 Possession of the site is to be given on (date)
 [15.2.1#]

Within five (5) working days after receipt of documentary evidence that:

- Insurances have been affected [12.2];
- Security has been provided to the Employer [14.1];
- Waiver of Contractor's Lien has been signed;
- Safety Plan has been approved by the Employer.

42.2.6 Period for the commencement of the works after the contractor takes possession of the site (working days) 10 (Ten)
 [15.3]

42.2.7 For the works as a whole:
 [24.3.1] The date for practical completion and the penalty per calendar day
 [30.1]

	Date	Penalty amount
4 Months from date of possession of site		R5,000.00

or

42.2.8 For the works in sections:
 [24.3.1] The date for practical completion and the penalty per calendar day
 [28.1]

	Date	Penalty amount
Section 1	N/A	N/A
Section 2	N/A	N/A
Section 3	N/A	N/A
Section 4	N/A	N/A
Section 5	N/A	N/A
Section 6	N/A	N/A

[42.2.9] The law applicable to this agreement shall be that of (country)
 [1.2] South Africa

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by (Employer/Contractor) Contractor
 [10.1#, 10.2#, 12.1#]

For the sum of (amount) Contract Sum

With a deductible of (amount) TBC

42.3.2 Supplementary insurance is required (yes/no) Yes
 [10.1#, 10.2#, 12.1#]

(Where "yes" state requirement) None

42.3.3 Public liability insurance to be effected by
 [11.1#, 12.1#] (Employer/Contractor)

For the sum of (amount)

With a deductible of (amount)

42.3.4 Support insurance to be effected by the employer
 [11.1#, 12.1#]

For the sum of (amount)

With a deductible of (amount)

42.4 DOCUMENTS

42.4.1 Waiver of the contractor's lien or right of continuing
 possession is required (yes/no)
 [3.3, 15.1.3, 31.16.2#]

42.4.2 Construction document copies to be supplied to the
 contractor free of charge (N° of)
 [3.7]

42.4.3 Bills of quantities / Lump sum document schedule of rates drawn up in accordance with
 (state measuring system) **Standard System of Measurement (ASAQS) & COLTO for
 Civil Works**

42.4.4 On acceptance of the tender the bills of quantities / lump
 sum document are to be submitted within working days (N° of)

42.4.5 JBCC Engineering General Conditions are to be included in
 the contract documents (yes/no)
 [3.4]

42.4.6 The contract value is to be adjusted using CPAP indices (yes/no)
 [31.5.3]

[32.1.3] Where CPAP is to be used (base month)
 Alternative indices (if applicable)

42.4.7 Details of changes made to the provisions of JBCC standard documentation
 [3.10] [An addendum referenced to this clause is to be attached should the space provided be
 insufficient]

Refer to Contract Data

**On achievement of practical completion, the contractor is to hand over certificates
 and manuals etc. related to the works as listed below:**

- 1 Electrical Certificate of Compliance 2 Plumbing and drainage Certificate**

- | | | | |
|----------|---|----------|---|
| 3 | Roof Structure CoC: Declaration by competent person as per NBR | 4 | of Compliance
Roof Structure CoC: Declaration by competent person as per NBR |
| 5 | Soil poisoning Certificate (SANS 10400 Part F) | 6 | Roof sheeting warranty |

- 7 Geyser Guarantees
- 8 Health and Safety File
- 9 All documentation to comply with Statutory and Legislative requirements.
- 10 Waterproofing & Paint Guarantee
- 11 All Commissioning Certificates

42.0 POST-TENDER INFORMATION

Note: All information for this section requires consultation with the contractor. The principal agent shall not preselect any of the alternatives available to the contractor.

42.5 CONTRACT DETAILS

42.5.1 Contractor _____
Postal address _____
_____ Code _____
Tel _____ Fax _____ Email _____

Tax / Vat registration No

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[1.2] Physical address _____

42.5.2 The accepted contract sum inclusive of tax is (amount)
In words _____

42.5.3 [31.3] The latest day of the month for the issue of an interim payment certificate (day of month)

42.5.4 [32.12] The preliminaries amounts shall be paid in terms of (Alternative A or B)

42.5.5 [31.5.3] The preliminaries amounts shall be adjusted in terms of (Alternative A or B)

42.5.6 [3.1#] The payment guarantees to be effected by the employer for the sum of (amount)

42.5.7 [14.3] The securities to be provided by the contractor are: **Contractor to indicate preference**
[14.3] (1) Variable construction guarantee (yes/no)
[14.4] (2) Fixed construction guarantee (yes/no)
[14.5] (3) Advance construction guarantee (yes/no)

42.5.8 [29.7.2] The annual building holiday period after the commencement of the construction period (dates) Dates as published by www.safcec.org.za to Dates as published by www.safcec.org.za

42.6 DOCUMENTS

42.6.1 Contract documents marked and annexed hereto:

Priced bills of quantities (yes/no) Yes (marked) Bill of quantities

Lump sum document (yes/no) No (marked)

Guarantees (yes/no) Yes (marked)

Contract drawings (yes/no) Yes (marked) As Annexed

Other documents (yes/no) Yes (marked) Refer to Annexures

42.6.2 Signed set of contract documents originals held by principal agent (yes/no) Yes

[3.6.1#]

If "No" held by **N/A**

Postal address **N/A**

Code **N/A**

Tel **N/A** Fax **N/A** Email **N/A**

42.7 DISPUTE RESOLUTION

42.7.1 [40.2.1#] The default dispute resolution process is adjudication (insert arbitration only where adjudication is not to apply) Arbitration Council of South Africa

42.7.2 Where the adjudication is elected:

(1) Adjudicator **N/A**

Postal address **N/A**

Code **N/A**

Tel **N/A** Fax **N/A** Email **N/A**

or

(2) Adjudicator to be appointed by (name body) N/A

42.7.3 Where the arbitration is elected or is required in terms of 40.5:

(1) Arbitrator **N/A**

Postal address

N/A

Tel N/A Fax N/A Email N/A Code _____

or

(2) Arbitrator to be appointed by _____ (name body)

Arbitration Association of South Africa
--

42.7.4 Where the mediation is elected or is required in terms of 40.6:

(1) Mediator N/A

Postal address N/A

Tel N/A Fax N/A Email N/A Code N/A

or

(2) Mediator to be appointed by _____ (name body)

N/A

42.8 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at _____ on _____

Name of signatory for and on behalf of the employer who by signature hereof warrants authorization hereto

Capacity of signatory as Witness

Thus done and signed at _____ on _____

Name of signatory for and on behalf of the contractor who by signature hereof warrants authorization hereto

Capacity of signatory as Witness