



MINOR WORKS AGREEMENT: CONTRACT DATA

Project

Employer

Contractor

Contract Date

File Code

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

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	

A 4.0 Principal agent [1.1; 5.1]

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 5.0 Agent [1.1; 5.2]

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 6.0 Agent [1.1; 5.2]

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 7.0 Agent [1.1; 5.2]

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 8.0 Agent [1.1; 5.2]

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 5.0 Employer's agents [5.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [5.2]

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

B 6.0 Insurances [8.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [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		X
	Free issues [10/1.12] where applicable, to be included in the contract works insurance		X
	Escalation, professional fees and reinstatement costs if not included above		X
Total of the above contract works insurance amount			X
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?		If yes, description 1	
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/no?	
If yes, description			
Restriction of working hours [10.1.3]		Yes/no?	
If yes, description			
Natural features and known services to be preserved by the contractor [10.1.4]		Yes/no?	
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [10.1.5]		Yes/no?	
If yes, description			
Supply of free issue [10.1.12]		Yes/no?	
If yes, description			

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6] practical completion[15.0;17.0] and penalties [18.0]

Practical completion for the works as a whole	Intended date of possession of the site [10.1.6]	Period for inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [18.1]
	Date	working days	Date	Penalty amount per calendar day

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

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificates [19.2]	
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B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	
Applicable rules for adjudication [22.5.2]	
Arbitration [22.6.4] Name of nominating body	
Applicable rules for arbitration [22.6.5]	

B 12.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/no?		
Availability of construction information [P2.3]	Yes/no?		
Previous work - dimensional accuracy - details [P3.1]			
Previous work - defects - details [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Electricity [P8.2]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	
	By employer	Yes/no?	
Communication facilities - specific requirements [P8.4]			
Protection of the works - specific requirements [P11.1]			

Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	
Disturbance - specific requirements [P11.5]	
Environmental disturbance - specific requirements [P11.6]	

B 13.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
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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 [9.0]

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [9.1.1]
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Option B	Payment reduction [9.1.2]
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Guarantee for payment by employer [9.2]	Amount	
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Advance payment, subject to a guarantee for advance payment [9.4]	Amount	
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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 [19.0]

Select Option A or B Where the contractor does not select an option, Option A shall apply

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by the principal agent, an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
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Option B	An amount agreed by the principal agent and the contractor in terms of the bills of quantities or the priced document to identify an initial establishment charge, a time based charge and a final disestablishment charge. Payment of the time based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works
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D 4.0 Adjustment of preliminaries [20.6.3]

Select Option A or B Where the contractor does not select an option, Option A shall apply

The amount of preliminaries shall be adjusted to take account of the effect of changes in time and/or value 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

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - 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 as compared to the number of calendar days in the initial construction period <p>Where the above mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy five per cent (75%) shall be 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 as compared to the number of calendar days in the initial construction period
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Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of construction equipment, all in terms of the programme</p> <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 as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical completion)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply</p>
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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 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

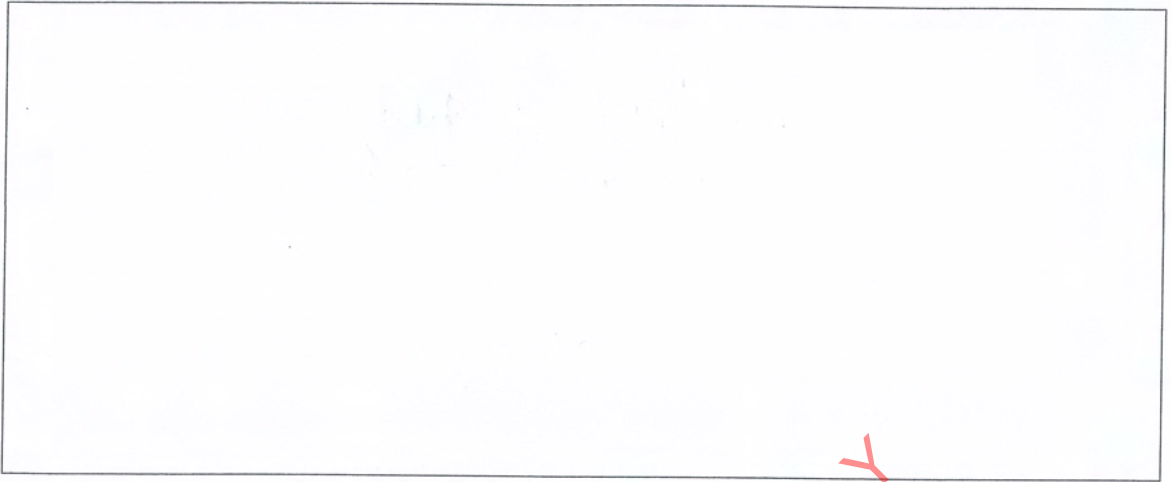
E 3.0 Tender amount compilation

		Amount	
Tenderer's work excluding tax			
Tax		%	
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



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