



## MINOR WORKS AGREEMENT Contract Data EC

Project	
Employer	
Contractor	
Contract Date	File Code

prepared by the **JOINT BUILDING CONTRACTS COMMITTEE Inc**

**RECOMMENDED BY THE JBCC CONSTITUENTS**  
Association of Construction Project Managers  
Association of South African Quantity Surveyors  
Master Builders South Africa  
South African Association of Consulting Engineers  
South African Institute of Architects  
South African Property Owners Association  
Specialist Engineering Contractors Committee



**JBCC SERIES 2000 Edition 4.0 Code 2108-EC © JULY 2007**

# JBCC SERIES 2000

## Minor Works Agreement Edition M4.0

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### **Contract Data - Employer to Contractor** **Employer Addendum Code 2108-EC**

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#### **Introduction**

This addendum contains all variables referred to in the Minor Works Agreement that are the responsibility of the Employer to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data - Employer", "Contract Data - Contractor" and "Contract Data - State" (where applicable) form part of the contract between the parties

#### **Definitions**

The definitions used in this document and the interpretation thereof are as listed in the Minor Works Agreement. The word or phrase of a definition is in **bold text** and shall bear the meaning assigned to it in the Minor Works Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the **contract data** has not been provided

#### **Provision of Contract Data**

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 clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the **contract data**

#### **Reference Clauses**

Where relevant the Minor Works Agreement clause relevant to the required information is printed in italics under the Contract Data clause No i.e. [27.4.2]

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# CONTRACT DATA - EMPLOYER

## 1.0 CONTRACTING AND OTHER PARTIES

1.1 **Employer** \_\_\_\_\_  
[1.1] Postal address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tax / VAT registration No

[1.2] Physical address \_\_\_\_\_  
\_\_\_\_\_

1.2 **Principal Agent** \_\_\_\_\_  
[6.1] Postal address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

1.3 **Agent (1)** \_\_\_\_\_  
[6.1.9] \_\_\_\_\_

**Agent's service** \_\_\_\_\_

Postal address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

1.4 **Agent (2)** \_\_\_\_\_  
[6.1.9] **Agent's service** \_\_\_\_\_

Postal address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

1.6 Interest of **principal agent** or other **agents** in the project (Yes/no)

Details where "yes" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.7 The **principal agent** [1.2] is responsible for the preparation of the **contract data** schedule and must be contacted should the **contractor** be uncertain of the information provided or to be provided. Failure to complete the **contract data** schedule in full may result in the tender being disqualified

## 2.0 CONTRACT AND SITE INFORMATION

2.1 The law applicable to this agreement [1.1] (country/state)

2.2 Works identification [1.1] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2.3 Site description [1.1] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2.4 Possession of the site is to be given on [5.1.3] (date)

2.5 Period for the commencement of the works after [7.1.2] the contractor takes possession of the site (working days)

2.6 Waiver of the contractor's lien or right of continuing possession is required [7.1.1] (yes/no)

2.7 Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents (yes/no)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.8 Provision of temporary services is required. Where "yes" the specific requirements [5.1.5-6] are described below or detailed in the contract documents (yes/no)

2.11.1	Water	Option A	<b>Contractor</b> - his cost	(A, B or C) <input type="text"/>
		Option B	<b>Employer</b> - free of charge	
		Option C	<b>Employer</b> - metered (contractor cost)	

2.11.2	Electricity	Option A	<b>Contractor</b> - his cost	(A, B or C) <input type="text"/>
		Option B	<b>Employer</b> - free of charge	
		Option C	<b>Employer</b> - metered (contractor cost)	

2.11.3	Telecom	Option A	<b>Contractor</b> - his cost	(A, B or C) <input type="text"/>
		Option B	<b>Employer</b> - free of charge	
		Option C	<b>Employer</b> - metered (contractor cost)	

2.11.4	Ablutions	Option A	<b>Contractor</b> - his cost	(A or B) <input type="text"/>
		Option B	<b>Employer</b> - free of charge	

### 3.0 INSURANCES AND SECURITIES

3.1 Public liability insurance to be effected by   
 [3.4.1] (Employer/Contractor)  
 For the sum of (amount)   
 With a deductible of (amount)

3.2 Contract works insurance to be effected by   
 [3.4.2] (Employer/Contractor)  
 For the sum of (amount)   
 With a deductible of (amount)

3.3 Support insurance to be effected by the **employer**   
 [3.4.3] For the sum of (amount)   
 With a deductible of (amount)

3.3 The **employers** shall provide a **Payment Guarantee**   
 [2.5] (yes/no)  
 For the sum of (amount)

[2.6] The **contractor** shall waive his lien where a **payment guarantee** is provided (yes/no)

### 4.0 PRACTICAL COMPLETION DATES AND PENALTIES

4.1 For the **works** as a whole: Date Penalty amount  
 [7.1.2] The date for **practical completion**    
 and the **penalty per calendar day**

### 5.0 DOCUMENTS AND GENERAL

5.1 Construction document copies to be supplied to the **contractor**   
 [4.5] free of charge (N° of)

5.2 The **contractor** shall provide the **priced document**   
 [4.1] (Addendum N°)

5.3 Changes made to **JBCC** standard documents    
 [3.11] (yes/no) (Addendum N°)

5.4 Work to be undertaken by **direct contractors**    
 [5.2.1] (yes/no) (Addendum N°)

5.5 Interim **payment certificate** to be issued by   
 [5.1.7] (Date of month)

### 6.0 DECLARATION BY THE PRINCIPAL AGENT

I, the **principal agent** named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be informed thereof in writing forthwith

\_\_\_\_\_  
 Principal Agent

\_\_\_\_\_  
 Date