



## N/S SUBCONTRACT AGREEMENT: CONTRACT DATA

Project :

Contractor :

Subcontractor :

Contract Date :

File Code :



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**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
**Nominated/Selected Subcontract 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® Nominated/Selected Subcontract 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® Nominated/Selected Subcontract 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® Nominated/Selected Subcontract Agreement are shown in [square brackets] in this contract data eg [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 nominated/selected subcontractor, becomes the form of tender. Where the subcontractor is appointed, the contract documents comprise the signed JBCC® Nominated/Selected Subcontract 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® Nominated/Selected Subcontract 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**

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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## A PROJECT INFORMATION

### A 1.0 Subcontract works [1.1]

Project name	
Reference number	
<b>Subcontract works</b> description	

### A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
<b>Site</b> address	
Local authority	

### A 3.0 Contractor [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]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

**Agents involved with the subcontract works only:**

**A 5.0 Agent** [1.1; 6.2] 

Discipline	
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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; 6.2] 

Discipline	
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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; 6.2] 

Discipline	
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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; 6.2] 

Discipline	
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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 SUBCONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>subcontract works</b> , state country [2.1]	
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>subcontract agreement</b> [3.2]	
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### B 4.0 Documents [5.0]

The original signed <b>subcontract agreement</b> is to be held by the <b>contractor</b> [5.2], if not, indicate by whom	
Number of copies of <b>subcontract construction information</b> issued to the <b>subcontractor</b> at no cost [5.7]	

Documents comprising the <b>subcontract agreement</b>	Page numbers
The <b>JBCC</b> ® Nominated/Selected Subcontract Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Nominated/Selected Subcontract Agreement - Contract Data, Edition 6.2 May 2018	1 to 13
The May 2018 edition of the <b>JBCC</b> ® General Preliminaries	1 to 7

Subcontract drawings – description	Number	Revision	Date

**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]

**Principal agent's** and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with alterations and additions [10.2] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	<b>Free issue</b> [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 <b>contractor</b>		Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:			
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	<b>Free issue</b> [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]			
Public liability insurance [10.1.3]			
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 and/or the contractor [12.1; 12.2]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	
If yes, description			
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	
If yes, description			
Restrictions to the <b>site</b> or areas that the <b>contractor</b> and/or the <b>subcontractor</b> may not occupy [12.2.3]		Yes/no?	
If yes, description			
Supply of <b>free issue</b> [12.1.10]		Yes/no?	
If yes, description			



**B 8.0 Design by subcontractor [7.2]**

Design responsibility		Yes/no?	
Insurances by the <b>subcontractor</b>		Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Professional indemnity insurance where the <b>subcontractor</b> is responsible for design (7.2.4)			
Other insurances (10.1.5), if applicable:			

**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]**

<b>Section 1</b>	
<b>Section 2</b>	
<b>Section 3</b>	
<b>Section 4</b>	
<b>Section 5</b>	
<b>Section 6</b>	
<b>Section 7</b>	
<b>Section 8</b>	
<b>Section</b>	Remainder of the <b>works</b>

**B 11.0 Access to the site [12.1.5], interim completion [19.0;20.0] and penalties [24.0]**

<b>Interim completion for the subcontract works as a whole</b>	Intended date of access to a portion of the <b>site</b> [12.2.5]	Period for inspection by the <b>contractor/agent</b> [18.2.2]	Date for <b>interim completion</b> [12.2.17; 24.1]	<b>Penalty</b> applicable to the <b>contractor</b> [24.1]
	Date	<b>working days</b>	Date	Penalty amount per <b>calendar day</b> excl. <b>TAX</b>

or where **sections** are applicable

Interim completion of a section of the subcontract works	Intended date of access to a <b>section</b> [ 12.2.5]	Period for inspection by the <b>contractor/agent</b> [18.2.2]	Date for <b>interim completion</b> [12.2.17; 24.1]	<b>Penalty</b> applicable to the <b>contractor</b> [24.1]
	Date	<b>working days</b>	Date	Penalty amount per <b>calendar day</b> excl. <b>TAX</b>

<b>Section 1</b>				
<b>Section 2</b>				
<b>Section 3</b>				
<b>Section 4</b>				
<b>Section 5</b>				
<b>Section 6</b>				
<b>Section 7</b>				
<b>Section 8</b>				
Remainder of the <b>subcontract works</b>				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>

## B 12.0 Payment [25.0]

Date of month for issue of regular <b>payment advices</b> [25.2]	
Cost fluctuations [25.3.4; 26.9.5]	Yes/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?		
Availability of construction information [P2.3]		Yes/no?		
Previous work - dimensional accuracy - details of previous contracts [P3.1]				
Previous work - <b>defects</b> - details of previous contracts [P3.2]				
Inspection of adjoining properties - details [P3.3]				
Handover of <b>site</b> in stages - specific requirements [P4.1]				
Enclosure of the <b>works</b> - 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 <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Electricity [P8.2]	By <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?		
	By <b>employer</b>	Yes/no?		
Communication facilities - specific requirements [P8.4]				
Protection of the <b>subcontract works</b> - specific requirements [P11.1]				
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				
Environmental disturbance - specific requirements [P11.6]				

**B 15.0 Changes made to JBCC® documentation**Reference may be made to other documents forming part of this **subcontract agreement**

Wilderness Square - 19-May-2024

**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 ☐

Option A	Guarantee for construction (variable) by <b>subcontractor</b> [11.1.1]
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Option B	Guarantee for construction (fixed) by <b>subcontractor</b> and a payment reduction [11.1.2]
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Guarantee for payment by <b>contractor</b> [11.5.1]	Amount	
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Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Amount	
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### D 2.0 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> 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 <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> 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 <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>
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#### 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 <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### 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 <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> 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 <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> 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 <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	Where the detailed breakdown of <b>preliminaries</b> 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 fluctuations



## 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 **contractor** the tenderer offers and agrees to execute and complete the **subcontract 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 **contractor** should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **contractor** nor will reasons be given for such a decision

### E 3.0 Tender amount compilation

		Amount	
Tenderer's <b>subcontract</b> work excluding <b>tax</b>			
<b>Tax</b>		%	
Total tender amount including <b>tax</b>			
Total <b>subcontract</b> tender amount including <b>tax</b> , 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, intended for providing tender qualifications.

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