

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

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 changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as 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 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 eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

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

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 Works [1.1]

Project name	SANSA Building Works
Reference number	Tender No SS/020/11/2020
Works description	<p>Refer to more detailed scope of works described in Part C3 of the tender document and Part C5 Annexures.</p> <p>As a rough guide only to Tenderers, the work embodied in this contract comprises the construction of:</p> <ul style="list-style-type: none"> • A new Space Weather Centre Building: 788m² • A new Generator House and new generator installation: 88m² • Water Reticulation Replacement • New Guest House Accommodation: 177m² • Alterations and additions to existing Student Accommodation: 204m² <p>As well as external civil works and services</p>

A 2.0 Site [1.1]

Erf / stand number	9875
Township / Suburb	Westcliff
Site address	SANSA Hospital Street Westcliff Hermanus 7200
Local authority	Overstrand Municipality

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	South African National Space Agency (SANSA)		
Business registration number	Public Entity		
VAT/GST number	VAT Exempt		
Country	South Africa		
Employer's representative: Name	Dr Lee-Anne McKinnell		
E-mail	lmckinnell@sansa.org.za	Telephone number	028 312 2039
Mobile number	083 3283 048		
Postal address	PO Box 32		
	Hermanus	Postal code	7200
Physical address	SANSA, Hospital Street		
	Hermanus	Postal code	7200

A 4.0 Principal agent [1.1]

Name	Schoonraad Architects		
Legal entity of above		Contact person	Gideon Schoonraad
Practice number		Telephone number	028 271 3479
		Mobile number	082 853 3770
Country	South Africa	E-mail	gideon@schoonraadarch.co.za
Postal address	PO Box 29		
	Kleinmond	Postal code	7195
Physical address	4 Mondche, 5 th Avenue		
	Kleinmond	Postal code	7195

A 5.0 Agent [1.1; 6.2]

Discipline Architect

Name	AVNA Architects and Green Building Consultants		
Legal entity of above		Contact person	Philip du Toit
Practice number		Telephone number	021 948 2593
		Mobile number	082 676 7928
Country	South Africa	E-mail	philipdt@o-l.co.za
Postal address	PO Box 499		
	Bellville	Postal code	7535
Physical address	Tyger Terraces II, DJ Wood Way		
	Bellville, Cape Town	Postal code	7530

A 6.0 Agent [1.1; 6.2]

Discipline Quantity Surveyor

Name	Farrow Laing Quantity Surveyors		
Legal entity of above		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	7600
Physical address	100 Dorp Street		
	Stellenbosch	Postal code	7600

A 7.0 Agent [1.1; 6.2]

Discipline Civil & Structural Engineer

Name	NWE Consulting Engineers		
Legal entity of above		Contact person	Michael Smuts
Practice number		Telephone number	021 914 2264
		Mobile number	082 458 3878
Country	South Africa	E-mail	michael@nweng.co.za
Postal address			
		Postal code	
Physical address	1 st Floor Platteklouf House, Tygerberg Office Park, 163 Uyw Krige Drive		
	Platteklouf	Postal code	7500

A 8.0 Agent [1.1; 6.2]

Discipline Mechanical, Electrical & Fire Engineer

Name	NWE Consulting Engineers		
Legal entity of above		Contact person	Christoff van Wyk
Practice number		Telephone number	021 914 2264
		Mobile number	072 282 8013
Country	South Africa	E-mail	christoff@nweng.co.za
Postal address			
		Postal code	
Physical address	1 st Floor Platteklouf House, Tygerberg Office Park, 163 Uyw Krige Drive		
	Platteklouf	Postal code	7500

A 9.0 Agent [1.1; 6.2]

Discipline Health & Safety

Name	QSafety		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	083 2949 380
Country	South Africa	E-mail	frik@qsafety.co.za
Postal address			
		Postal code	
Physical address			
		Postal code	

A 10.0 Agent [1.1; 6.2]

Discipline Sustainable Design Consultant

Name	PJC + Partners		
Legal entity of above		Contact person	Mlondolozzi Hempe
Practice number		Telephone number	021 426 4051
		Mobile number	061 406 8246
Country	South Africa	E-mail	mlo@pjc.co.za
Postal address			
		Postal code	
Physical address	71 Buitengracht Street		
	Cape Town	Postal code	8001

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

Seventh Edition 2015 of the Standard System of Measuring Builder's Work

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 Rands

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	2

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to index
Additional documentation as stated in Procurement document	

Contract drawings – description	Number	Revision	Date
Refer to drawings included in tender document annexures			

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]

N/A

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

N/A

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes/no?	No		
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				
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
Yes/no?	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	
or	Works with practical completion in sections [10.2] (contract sum or amount)		Contract Sum	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		N/A	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		15%	
Total of the above contract works insurance amount			Sum of above	
Supplementary insurance [10.1.2]			Contract works insurance value	
Public liability insurance [10.1.3]			R20,000,000.00	
Removal of lateral support insurance [10.1.4]			N/A	
Other insurances [10.1.5]: Refer B17.0			N/A	
Yes/no?	Yes	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
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	Existing SANSA Hermanus Facility, located on the same site, will remain in operation during the construction period, the operation of which must not be hindered in any way by the construction activities		
Restriction of working hours [12.1.2]		Yes/no?	Yes

If yes, description	Working hours access only – Monday – Friday, 08h00 am – 17h00		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	Yes	
If yes, description	Environmental aspects need to be considered – local fynbos and other indigenous flora will need to be removed and preserved for re-planting. Small tortoises are native to the area and will need to be considered.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	Yes	
If yes, description	The SANSA Hermanus facility is a magnetically clean area and the contractor's team will need to stay within the demarcated building construction site. Materials used will need to be approved by the Employer's agent as magnetically suitable for use.		
Supply of free issue [12.1.10]	Yes/no?	No	
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?	Yes	If yes, description of specialisation
Specialisation 1	Refer to the Provisional Amounts included in the Bills of Quantities	
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?	Yes	If yes, description of extent of work
Extent of work [12.1.11]	ICT equipment	
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 11.0 Description of sections [20.1]

Refer to Scope of Works described elsewhere in the tender document for more detailed description of sections

Section 1	Phase 1A : Space Weather Centre Building	
Section 2	Phase 1B: Generator House and new Generator installation	
Section 3	Phase 1C: Water Reticulation Replacement	
Section 4	Phase 2: 2nd Guest Accommodation	
Section 5	Phase 3: Extension Renovations and Electrical Upgrade to Student Residence	
Section	6	Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		N/A	N/A	N/A

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1		5	8	R 1,550.00
Section 2		5	8	R 260.00
Section 3		5	8	R 450.00
Section 4		5	12	R 460.00
Section 5		5	*10	R 570.00
Remainder of the works		5	20	R 150.00

* Tenderers to note possession of section 5 will only be given 10 months after possession of other sections, i.e. the 10 month construction period for section 5 commences 10 months after project commencement

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

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B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	No
If yes, description of applicable elements		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate	N/A		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Association of Arbitrators (Southern Africa)		
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication		
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	
Applicable rules for arbitration [30.7.5]	Association of Arbitrators (Southern Africa)		

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	Refer to Bill No. 1 Preliminaries		
Previous work - defects - details of previous contract(s) [P3.2]	Refer to Bill No. 1 Preliminaries		
Inspection of adjoining properties - details [P3.3]	Refer to Bill No. 1 Preliminaries		
Handover of site in stages - specific requirements [P4.1]	Refer to Bill No. 1 Preliminaries		
Enclosure of the works - specific requirements [P4.2]	Refer to Bill No. 1 Preliminaries		
Geotechnical and other investigations - specific requirements [P4.3]	Refer to Bill No. 1 Preliminaries		
Existing premises occupied - details [P4.5]	Refer to Bill No. 1 Preliminaries		
Services - known - specific requirements [P4.6]	Refer to Bill No. 1 Preliminaries		
Water	By contractor	Yes/no?	No

[P8.1]	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	Yes	
Electricity [P8.2]	By contractor	Yes/no?	No	
	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
Communication facilities - specific requirements [P8.4]		Refer to Bill No. 1 Preliminaries		
Protection of the works - specific requirements [P11.1]		Refer to Bill No. 1 Preliminaries		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Refer to Bill No. 1 Preliminaries		
Disturbance - specific requirements [P11.5]		Refer to Bill No. 1 Preliminaries		
Environmental disturbance - specific requirements [P11.6]		Refer to Bill No. 1 Preliminaries		

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
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Refer to Bill No. 1 Preliminaries for other changes in addition to the below list.

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of Sections 1 – 4 of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22, with possession of Section 5 of the site given 10 months after sections 1 – 4 possession date.

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor**’s lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor**’s estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

C TENDERER'S SELECTIONS

C 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]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 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	

C 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

C 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; 23.3] as compared to the number of calendar days in the initial construction period [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 fluctuations

