



Tender

MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CONTRACT NO: EB/MWC/05/23/Z1A

**MINOR WORKS CONTRACTS IN ZONE 1A OF THE
ELIDZ**

ENVELOPE B: FINANCIAL PROPOSAL

East London IDZ
Lower Chester Road
Sunnyridge, East London
Contact person: Ms. Anathi Mzantsi
Email: anathi@elidz.co.za

Latitude Quantity Surveyors
Office 7F, 123 Western Avenue, Vincent, East London,
5241
Contact Person: Mr. Pierre Webber
Tel: 082 926 0675
Email: pwebber@latitude.co.za

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____
Envelope B: Financial Proposal

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 CONTRACT DATA

C1.1: CONTRACT DATA – EMPLOYER

JBCC Principal Building Agreement Edition 6.2 - May 2018

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Minor Works Contracts in Zone 1A of the ELIDZ
Reference number	EB/MWC/05/23/Z1A
Works description	<p>The scope of work comprises of work to two external delivery canopies and the creation of an undercover parking facility.</p> <p><u>Construction of enclosed dispatch area:</u></p> <ul style="list-style-type: none"> • One new covered canopy (off loading/ loading). • New access slipway. • Extension on roof covering over refuse yard. • Adjustment to in-situ concrete hardstand. • Fire protection (sprinklers). • External lighting. <p><u>Enclose existing canopy:</u></p> <ul style="list-style-type: none"> • Additional vertical side cladding to existing covered canopy (off loading/loading). <p><u>Secure car park area:</u></p> <ul style="list-style-type: none"> • Palisade security fencing with access control vehicle and pedestrian gates.

A 2.0 Site [1.1]

Erf / stand number	Erven 60857– Zone 1A ELIDZ
Township / Suburb	Sunnyridge
Site address	Lower Chester Road, Sunnyridge, East London
Local authority	Buffalo City Metropolitan Municipality

A 3.0 Employer [1.1]

Name	East London Industrial Development Zone (ELIDZ) SOC Ltd		
Legal entity above	East London Industrial Development Zone (ELIDZ)	Contact person	Gary Whittaker
Business registration number	2003/012647/30	Telephone number	043 702 8200
VAT/GST number	4900213598	Mobile number	082 463 2299
Country	South Africa	E-mail	gary@elidz.co.za
Postal address	PO Box 5458, Greenfields, East London		
		Postal code	5208
Physical address	Lower Chester Road, Sunnyridge, East London		
		Postal code	5201

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

A 4.0 Principal agent [1.1]

Name	Latitude Quantity Surveyors		
Legal entity of above	Latitude Quantity Surveyors	Contact person	Pierre Webber
Practice number		Telephone number	043 742 2884
		Mobile number	082 926 0675
Country	South Africa	E-mail	pwebber@latitudeqs.co.za
Postal address	Office 7F, 123 Western Avenue, Vincent, East London		
		Postal code	5241
Physical address	Office 7F, 123 Western Avenue, Vincent, East London		
		Postal code	5241

A 5.0 Agent [1.1; 6.2]	Discipline	Architect
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Name	BNM Architects		
Legal entity of above	BNM Architects	Contact person	Wesley Coetzee
Practice number		Telephone number	041 585 2125
		Mobile number	072 223 7685
Country	South Africa	E-mail	wesleyc@bnm.co.za
Postal address	Suite 1, Lyndon 114 Park Drive Central, Port Elizabeth		
		Postal code	6001
Physical address	Suite 1, Lyndon 114 Park Drive Central, Port Elizabeth		
		Postal code	6001

A 6.0 Agent [1.1; 6.2]	Discipline	Project Manager
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Name	KCS Consultants		
Legal entity of above	KCS Consultants	Contact person	Keith Simon
Practice number		Telephone number	041 373 - 6729
		Mobile number	082 873 7303
Country	South Africa	E-mail	kcsimon@kcs.co.za
Postal address	1 Malta Street, Glendinningvale, Port Elizabeth		
		Postal code	6001
Physical address	1 Malta Street, Glendinningvale, Port Elizabeth		
		Postal code	6001

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A 7.0 Agent
[1.1; 6.2]

Discipline	Quantity Surveyor
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Name	Latitude Quantity Surveyors		
Legal entity of above	Latitude Quantity Surveyors	Contact person	Pierre Webber
Practice number		Telephone number	043 742 2884
		Mobile number	082 926 0675
Country	South Africa	E-mail	pwebber@latitudeqs.co.za
Postal address	Office 7F, 123 Western Avenue, Vincent, East London		
		Postal code	5241
Physical address	Office 7F, 123 Western Avenue, Vincent, East London		
		Postal code	5241

A 8.0 Agent [1.1; 6.2]

Discipline	Structural Engineer
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Name	BVI Border		
Legal entity of above	BVI Border	Contact person	Marius Steyn
Practice number		Telephone number	043 722 2738
		Mobile number	082 308 1375
Country		E-mail	MariusS@bvi.co.za
Postal address	PO Box 11015 Southernwood, East London		
		Postal code	5213
Physical address	Unit 2 & 3, 56 Bonza Bay Rd, Beacon Bay, East London		
		Postal code	5241

A 9.0 Agent [1.1; 6.2]

Discipline	Civil Engineer
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Name	BVI Border		
Legal entity of above	BVI Border	Contact person	Marius Steyn
Practice number		Telephone number	043 722 2738
		Mobile number	082 308 1375
Country	South Africa	E-mail	MariusS@bvi.co.za
Postal address	PO Box 11015 Southernwood, East London		
		Postal code	5213
Physical address	Unit 2 & 3, 56 Bonza Bay Rd, Beacon Bay, East London		
		Postal code	5241

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

A 10.0Agent [1.1; 6.2]

Discipline	Electrical Engineer
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Name	Kuyaduduma Consulting Engineers		
Legal entity of above	Kuyaduduma Consulting Engineers	Contact person	Dean Posthumus
Practice number		Telephone number	043 748 5711
		Mobile number	082 464 6738
Country	South Africa	E-mail	dean@kceng.co.za
Postal address	PO Box 2267, Beacon Bay, East London		
		Postal code	5205
Physical address	30 East Bend Road, Beacon Bay, East London		
		Postal code	5241

A 11.0Agent [1.1; 6.2]

Discipline	Mechanical Engineer
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Name	Kuyaduduma Consulting Engineers		
Legal entity of above	Kuyaduduma Consulting Engineers	Contact person	Dean Posthumus
Practice number		Telephone number	043 748 5711
		Mobile number	082 464 6738
Country	South Africa	E-mail	dean@kceng.co.za
Postal address	PO Box 2267, Beacon Bay, East London		
		Postal code	5205
Physical address	30 East Bend Road, Beacon Bay, East London		
		Postal code	5241

A 12.0Agent [1.1; 6.2]

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	The Bill of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended published and issued by the Association of South African Quantity Surveyors (Seventh Edition, 2015).
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
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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	ELIDZ
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	
The JBCC ® Principal Building Agreement - Contract Data, Edition 6.2 May 2018	
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	
Contract Drawings	
Bills of Quantities (Balanced)	

Contract Drawings			
Drawing Number		Drawing Name	
Discipline:	Architecture	Issued:	
Refer Technical Proposal: Volume 1 of 2, Part D1 - Drawings			
Discipline:	Civil	Issued:	
Discipline:	Structural	Issued:	
Discipline:	Electrical	Issued:	
Discipline:	Mechanical (Fire Protection, HVAC, ..)	Issued:	

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and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Yes/no?	Yes			
		New works [10.1.1] (contract sum or amount)	NA	R25,000
		Works with practical completion in sections [10.2] (contract sum or amount)	NA	
		Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	NA	
		Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	NA	
		Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	NA	
		Escalation, professional fees and reinstatement costs if not included above	NA	
Total of the above contract works insurance amount			R 0	
Supplementary insurance [10.1.2]			By employer	The contractor is responsible for the deductible of 0.1% of the Contract Sum with a minimum of R2,500.00 and a maximum of R25,000.00 per incident.
Public liability insurance [10.1.3]				
Spread of fire			R250,000	
All other cases			R20,000,000	
Removal of lateral support insurance [10.1.4]			NA	NA
Other insurances [10.1.5]:				
Yes/no?	Yes	If yes, description 1		R25,000
Damage to underground services				
Yes/no?		If yes, description 2		R15,000
Third party damage				

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	NA		
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description	NA		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description	NA		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	NA		
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description	NA		

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

B 8.0 Selected subcontractors [15.0]

Yes/no?	No	If yes, description of specialisation

B 9.0 Direct contractors [16.0]

Yes/no?	No	If yes, description of extent of work

B 10.0 Description of sections [20.1]

Section 1	
Section 2	NA
Section 3	NA
Section 4	NA
Section 5	NA
Section 6	NA
Section 7	NA
Section 8	NA

B 11.0 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 [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	15 January 2024	180	15 April 2024	R 5 000

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section [12.1.5]	Period for inspection by the principal agent [19.3]	The date for practical completion [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Date	Penalty amount per calendar day
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve **practical completion** not covered in the definition of **practical completion** [12.2.19]
 On achievement of practical completion the contractor is to hand over manuals etc. related to the works as listed: Electrical Installation, Fire suppression, Fire Detection Installation, Air-conditioning Equipment Installation.

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th day of the month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate	N/A		

B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Adjudication
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?	Yes	
Availability of construction information [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	NA		
Previous work - defects - details of previous contract(s) [P3.2]	NA		
Inspection of adjoining properties - details [P3.3]	NA		
Handover of site in stages - specific requirements	NA		

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[P4.1]				
Enclosure of the works - specific requirements [P4.2]	All site establishment, offices and storage of materials will be strictly limited to the area demarcated (See C3.1: Scope of Work, paragraph 1.5 Temporary works), which must be suitably fenced with 1,8m high 'Bonnox' fencing covered with shade cloth to the satisfaction of the principal agent. The contractor shall be responsible for keeping such areas in a clean, sanitary and orderly condition.			
Geotechnical and other investigations - specific requirements [P4.3]	Not Applicable			
Existing premises occupied - details [P4.5]	NA			
Services - known - specific requirements [P4.6]	Refer enclosed tender drawings			
Water [P8.1]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?		
	By employer - metered	Yes/no?		
Electricity [P8.2]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?		
	By employer - metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?		
Communication facilities - specific requirements [P8.4]	NA			
Protection of the works - specific requirements [P11.1]	NA			
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	NA			
Disturbance - specific requirements [P11.5]	NA			
Environmental disturbance - specific requirements [P11.6]	NA			

B 15.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

DETAILS OF CHANGES MADE TO THE PROVISIONS OF JBCC STANDARD DOCUMENTATION AND EXPRESS AMENDMENTS TO THE PROVISIONS OF THE JBCC PRINCIPAL BUILDING AGREEMENT AND CONTRACT DATA – May 2018 Edition 6.2

In this regard, the Standard JBCC **Principal Building Agreement** and **Contract Data** 2018 is amended by the numbered clauses set out below, as follows:

(i) where the Standard JBCC **Principal Building Agreement** and **Contract Data** 2018 contains no provision with the corresponding clause number, the clause set out herein is inserted into the contract; and

(ii) where the Standard JBCC **Principal Building Agreement** and **Contract Data** 2018 contains a provision with the corresponding clause number, the same is deleted in its entirety and replaced with the provision having such clause number, as set out herein.

Save as amended in terms of this document, the provisions of the Standard **Principal Building Agreement** and **Contract Data** 2018 shall remain unchanged.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

1.0 DEFINITIONS and INTERPRETATION	
1.1 Definitions	
<p>CONTRACT AGREEMENT: The document that formalises the legal process of offer and acceptance and gives effect to binding contract.</p> <p>CONTRACT DATE: The date on which the contract agreement was concluded and a valid contract came into existence on the signature of the last party. The phrase “acceptance of the contractor’s offer” as used in the agreement, will have a similar meaning.</p> <p>CONTRACT PERIOD: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date for practical completion.</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.</p> <p>DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates stated in the contract data or revision thereof [23.0] on or before which the contractor agrees to bring the works or sections thereof to practical completion. The contractor will be liable for the determined penalty [24.0] in failure to achieve practical completion on or before such date. Same will include references to “date for practical completion” where the “date for” is not bold in the standard JBCC text.</p> <p>DATE OF PRACTICAL COMPLETION: The construction completion date or dates, which is initially the intended or planned date or dates to bring the works or sections thereof to practical completion and subsequently the actual or deemed date or dates on which the contractor achieved practical completion as stated in a certificate of practical completion. Same will include references to “date of practical completion” where the “date of” is not bold in the standard JBCC text.</p> <p>DIRECT CONTRACTOR: An entity appointed under separate agreement by the employer to do work on site, including its subcontractors, prior to practical completion.</p> <p>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.</p> <p>LATENT DEFECT: A defect that a reasonable inspection of the works by the principal agent and/or agents, for the purpose of issuing a final completion certificate, would not have revealed.</p> <p>NOTICE: A written communication, excluding social media, issued by either party, the principal agent and/or agents to the other party or any agent to or in relation to, <i>inter alia</i>, record an event and/or request for outstanding construction information and/or where suspension and/or resumption of the works and/or termination of this agreement and/or any dispute resolution process and/or intention to claim. Such notice shall however be issued on separate cover and referring to the specific clause to which it pertains.</p> <p>PROGRAMME: A diagrammatic representation of the planned execution of units of work or activities indicating the dates for commencement of the activities, the date of practical completion and the planned date of practical completion prepared and maintained by the contractor. The programme shall indicate the sequencing, timing and resources for carrying out the works. It shall also <i>inter alia</i>, include the dates for access and possession of specific parts of the site, approvals needed, inspections, tests and all other outstanding construction information. All activities shall logically be linked and showing the earliest and latest start and finish dates for each activity, the float (if any) and the critical path.</p>	
1.2 Interpretation	
1.2.1	In the contract documents , unless inconsistent with the context, the following words but not limited to accept, agree, allow, appoint, approve, authorise, certify, decide, delegate, demand, designate, dispute, grant, inform, instruct, issue, list, notice , notify, object, record, reduce, refuse, request, state and their derivatives require such acts to be in writing. Oral communications shall be of no force or effect
1.2.4	Reference to a clause number written as [54.3.2] means that specific clause; [54.3.2-4] means the sub-clauses 2 to 4 inclusively; [54.3.2 & 4] means the sub-clauses 2 and 4 only. References to a clause number written as [N/SSA 54.3.2] means a clause in terms of the n/s subcontract agreement
2.0 LAW, REGULATIONS AND NOTICES	
2.5	The contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Envelope A: Technical Proposal: Volume 1 of 2 Part C3.3 for a copy of OH&S – SPEC – 001 Rev 2 dated February 2022 which covers the relevant specification and baseline risk assessment) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the

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	execution of the works. The contractor shall price against this item for compliance with the Act and the Regulations and the provisions of the aforementioned health and safety specification.
2.6	The Construction Environmental Management Plan (CEMP-001) Rev 13 dated February 2022, incorporates specifications derived from recommendations in the Strategic Environmental Assessment (SEA), ELIDZ Rezoning Environmental Impact Assessment (EIA) and comments Report. Department of Economic Affairs, Environment and Tourism's Conditions of Approval for the rezoning EIA, together with specifications for good "environmental practice" for construction work. The purpose of the CEMP is to translate the recommendations of the SEA and the Rezoning EIA into a contractual environmental management plan which will be strictly applied during the construction of the works. A copy of the CEMP is attached (refer to Envelope A: Technical Proposal: Volume 1 of 2 Part C3.4 for a copy of the relevant specification) and tenderers are to familiarize themselves with the provisions contained therein and allow for compliance with the same.
3.0	OFFER AND ACCEPTANCE
3.1	The objective of this agreement is the execution of and payment for the works
3.3	This agreement shall come into force on the contract date
4.0	ASSIGNMENT AND CESSION
4.1	Neither party shall assign or cede rights or obligations under this agreement without the prior written consent of the other party , which consent shall not be unreasonably withheld. Any such assignment or cession shall be invalid and of no effect until the other party's written consent
5.0	CONTRACT DOCUMENTS
5.3	Persons authorised to act on behalf of the parties and/or agents appointed by the employer shall be identified in the contract agreement . Such authorised person may be changed by notice to the other party
5.4	The priced document shall not be used as a specification of materials and goods or methods nor should same define the extent of the works executed by the contractor . The contractor should not use the priced document to order any materials and goods or to programme the works
5.7	The contractor shall not add to, vary or alter any terms of any n/s subcontract agreement with its subcontractors without the written consent of the principal agent
6.0	EMPLOYER'S AGENTS
6.7	On achievement of practical completion, the contractor is to hand over manuals etc. related to the works as listed: Electrical Installation, Sprinkler Installation, Fire Detection Installation, Air-conditioning Equipment Installation and related Building Trades.
7.0	DESIGN RESPONSIBILITY
7.2	Any design responsibility undertaken by a subcontractor shall not devolve on the contractor . All contractual or other rights the contractor has against such subcontractor arising from any design responsibility undertaken shall be ceded to the employer .
INSURANCE AND SECURITY	
8.0	WORKS RISK
8.4	Notwithstanding [8.3] the limit of the contractor's liability [8.2] shall not exceed the contract works insurance [10.1.1] [CD]. Where the contract value exceeds the contract sum by more than ten per cent (10%) or the percentage stated [CD] the insurance provisions shall be adjusted at the employer's expense. The party responsible for effecting insurance shall provide written proof of such adjustment [10.0]
9.0	INDEMNITIES
9.3	Where events or circumstances occur both [9.1] and [9.2], causing claims or proceedings for damages, expense and/or loss (including legal fees and expenses) in respect of or arising from the events or circumstances, the events [9.1] will supersede the events [9.2] and the contractor's indemnity will prevail over the employer's indemnity.
11.0	SECURITY
11.1	Provide to the employer a guarantee for construction within fifteen (15) working days of the contract date and choose:
	The expiry date for the security to be provided in terms of clause 11.1.1 and 11.1.2 shall be one hundred and eighty (180) calendar days after the date for practical completion for the work as a whole. Should the terms of the construction guarantee have an expiry date, add the following clause after clause 5.2 on the JBCC Construction Guarantee form: 5.3. The guarantor has failed to extend the guarantee when requested to do so by the Employer if the certificate of final completion in respect of the variable construction guarantee and certificate of practical completion in respect of the fixed construction guarantee under the contract has not been

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	issued by the date, 30 calendar days prior to the expiry date of the construction guarantee, and that the construction guarantee is called up in terms of clause 5.0
11.4	Where the contractor fails to provide [11.1] or fails to maintain and/or replace [11.2.1] the security the employer may:
11.4.1	Hand over the site to the contractor where failure [11.1] or continue with the agreement where failure [11.2.1] and withhold payments certified in interim payment certificates to the contractor until the amounts withheld is equal to ten per cent (10%) of the contract value . The amount withheld shall be reduced at practical completion [19.0] to two and a half per cent (2.5%) of the contract value and to zero per cent (0%) in the final payment certificate [25.6]
11.5	The employer shall not provide any guarantee for payment
11.5.1	No Clause
11.5.2	No Clause
11.6	No Clause
11.7	No Clause
11.10	The contractor shall waive his lien or right of continuing possession of the works within fifteen (15) working days of the contract date
EXECUTION	
12.0 DUTIES OF THE PARTIES	
12.1.5	Give possession of the site to the contractor five (5) working days after the contract date or on the intended date [CD] whichever is the later
12.1.12	Through the principal agent and/or agents provide adequate outstanding construction information timeously to the contractor in accordance with a schedule of outstanding construction information [12.2.11] based on an updated programme [12.2.10] submitted by the contractor and approved by the principal agent
12.2.6	Prepare and submit to the principal agent within fifteen (15) working days of the contract date a programme for the works in sufficient detail to enable the principal agent to monitor the progress of the works
12.2.10	Regularly, but at least monthly, update the programme to illustrate progress of the works , and revise the programme where the principal agent has revised the date for practical completion
12.2.11	Regularly, but at least monthly, submit to the principal agent a progress report, a schedule of outstanding construction information and a schedule of subcontractor appointments to avoid delays to the works
12.2.19	Prior to achievement of practical completion hand over to the principal agent all information for the preparation of 'as built' documentation and applicable statutory/regulatory approval certificates all operating and instruction manuals, product guarantees, warranties, indemnities and the like [19.1.1]
12.2.22	Within fifteen (15) working days of the contract date 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)
12.2.23	The contractor will, throughout the entire contract period be responsible for the proper and adequate protection of all workers and visitors on the site from injury and damage resulting from the works and for the proper security of the site at all times. Furthermore, the contractor must allow for all necessary temporary hoardings, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, walkways, overhead protection against falling objects and materials, security fences, etc. for the enclosure of the works and elements thereof for the protection of the public and others as required by prevailing BCMM bylaws, the Construction Regulations 2014 issued in terms of Occupational Health and Safety Act 1993, any other Laws and Regulations and/or demanded by his own site requirements. Allowance must furthermore be made for periodic adjustment of any enclosure or protection and for their eventual removal
12.2.24	The office accommodation for meetings is to be adequately sized and equipped with a sound working table and chairs to accommodate at least thirty (10) people for site meetings. The room is to be well vented with air-conditioning and fitted with two large white boards and pin boards with markers and erasers. Two plug points to be provided within the room
12.2.25	The contractor shall re-instate/ rehabilitate the area used for site establishment (contractors yard area) as set out in Clause PS 6 of the CEMP Rev dated 10 February 2020 included in Part C3.4 in Envelope A: Volume 1 of 2 of these tender documents
13.0 SETTING OUT	
13.2.5	The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.
16.0 DIRECT CONTRACTORS	

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

16.1	The contractor shall:
16.1.1	In accordance with a contract instruction [17.1.16] permit direct contractor(s) to execute and/or install work on the site. Such access to the site or works shall not constitute deemed achievement of practical completion , possession or occupation by the employer [19.6]
17.0	CONTRACT INSTRUCTIONS AND STEP IN RIGHT
17.1	The principal agent shall issue contract instructions to the contractor regarding any matter as authorized in terms of this agreement including but not limited to the following:
17.1.21	Changing the sequence of the works
17.1.22	Accelerate the rate of progress of the works or any part thereof, where same has fallen behind programme . The contractor shall thereupon subject to the approval of the principal agent , take such steps as are necessary to expedite progress in order to achieve practical completion on or before the date for practical completion . The principal agent may instruct the contractor to submit an updated programme to accommodate the steps agreed to meet the date for practical completion . The contractor will not be entitled to any compensation whatsoever for complying with such contract instruction .
17.3	Should the contractor fail to proceed with a contract instruction with due diligence, the principal agent may give notice to the contractor to proceed within five (5) working days of receipt of such notice . Where the contractor remains in default, the employer may engage others or use its own resources to carry out such contract instruction . The employer may recover expense and/or loss incurred [27.2.3]
17.6	In addition to, and without limiting any of the employers' other rights in terms of this agreement , if the contractor fails to complete or otherwise perform the works or any part thereof in accordance with the contract documents , including but not limiting to;
17.6.1	fails to proceed in accordance with the programme ; or
17.6.2	fails to carry out or perform any part of the works in accordance with the contract documents and without defects ; and
	fails to take satisfactory actions, acceptable to the principal agent to commence correction of such default with due diligence, regularity, expedition, skill and appropriate resources within five (5) working days after receipt of a notice from principal agent , in which case the principal agent may, without prejudice to any other remedy or rights the employer may have, omit part of the works and may employ other parties to complete such parts of the works or complete it by using the employer's own resources. Any such work shall be performed at the contractor's risk and expense. The employer shall have the right to take possession at of any uncompleted part of the works at the contractor's premises and use all drawings, technical information related to the works, materials and goods, construction equipment and other property provided or used by the contractor and use it as deems fit in order to complete the works
17.7	The employer may recover expenses and/or loss [27.2.3] resulting from such appointment or employment
COMPLETION	
19.0	PRACTICAL COMPLETION
19.1.1	Inspect the works at appropriate intervals to give the contractor interpretations and direction on the standard of work, the state of completion of the works and the documentation to be prepared and submitted [12.2.19] as required criteria of the contractor to achieve practical completion [CD]
19.2.1	Inspect the works in advance of the anticipated date of practical completion to confirm that the standard of work required and the state of completion of the works has been achieved and documentation [12.2.19] has been provided for practical completion to be certified
19.2.2	Give timeous notice to the principal agent of the anticipated date of practical completion of the works , in order for the principal agent to inspect the works within the period stated in [19.3]
19.3.2	An updated list for practical completion to the contractor , limited to items on the list for practical completion that have not been attended to satisfactorily to be rectified, work to be completed to achieve practical completion and defects that manifested after the list for practical completion has been submitted. The contractor shall repeat the procedure until all items on the list for practical completion have been dealt with satisfactorily before the certificate of practical completion is issued by the principal agent
	or...
19.3.3	A certificate of practical completion to the contractor with a copy to the employer stating the date on which practical completion of the works , or of a section , was achieved. The certificate of practical completion , unless otherwise indicated in an approved programme , shall not be issued before the date for practical completion

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

19.4	Should the principal agent not issue a list for practical completion [19.3.1] after the contractor's notice [19.2.2] and the inspection period [19.1.3] or the updated list [19.3.2] within five (5) working days after the contractor's notice requesting a follow up inspection, the contractor shall give a further notice to the employer and the principal agent referring specifically to the previous notice . Should the principal agent not issue such list within five (5) working days of receipt of such further notice , practical completion shall be deemed to have been achieved on the anticipated date of practical completion as notified in the previous notice referred to and the principal agent shall issue the certificate of practical completion forthwith
19.5	On issue of the certificate of practical completion , the employer shall be entitled to possession of the works and the site
19.6	Where the employer takes possession of the whole or a portion of the works by agreement the agreement will be amended to provide for the works to be completed in sections [20.0] and to include all the necessary contractual implications, <i>inter alia</i> , the definition of each section , the date for practical completion of each section and the penalty applicable for each section .
19.8	Where the works or a part thereof includes mechanical and/or electrical systems that are put to use for the convenience of the employer with the permission of the contractor , the guarantee period for such systems shall commence on the date of practical completion [19.0]. The aforesaid actions shall not constitute the taking of possession [19.6; 8.1] and the risk and responsibility shall accordingly not pass to the employer .
23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION
23.1.1	Adverse effect of weather conditions
23.2.12	No Clause
23.3	Further circumstances, not included [23.1-2] for which the contractor may be entitled to a revision of the date for practical completion are delays to practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for. The contractor is entitled to an adjustment to the contract value [26.9.4] where such delay is caused by the default or prevention act of the employer and/or agents
23.4	Should a listed event or circumstance occur [23.1-3] which could cause a delay to the date of practical completion , the contractor shall:
23.4.1	Give the principal agent reasonable and timeous notice of such event or circumstance and take reasonable steps to avoid or reduce such delay
23.4.2	Within ten (10) working days of becoming aware, or ought reasonably to have become aware of such event or circumstances, give notice to the principal agent of the intention to submit a claim for a revision to the date for practical completion , failing which the contractor shall forfeit such claim
23.5	The contractor shall submit a claim for the revision of the date for practical completion to the principal agent within twenty (20) working days , or such extended period the principal agent may allow, from the end of the event or circumstance, failing which the contractor shall forfeit such claim
23.6	Where the contractor requests a revision of the date for practical completion the claim shall in respect of each event or circumstance separately state:
23.6.1	Particulars of such event or circumstance and the relevant clause [23.1-3] on which the contractor relies
23.6.2	The cause and effect of the delaying event or circumstance on the planned date of practical completion , where appropriate, illustrated by the impact and/or a change to the critical path on the updated and approved programme
23.6.3	The extension period claimed in working days , the calculation thereof and the revised date for practical completion based on the extension period claimed
25.0	PAYMENT
25.10	The employer shall pay to the contractor the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including interest
25.11	The contractor shall pay the employer the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including interest
25.14.2	No Clause
25.14.3	No Clause
26.0	ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT
26.2	Adjustments to the contract value resulting from a contract instruction for additional work [17.1.2] (hereinafter referred to as a " variation order ") shall be determined as follows:
26.2.5	The contractor shall within five (5) working days after receiving a contract instruction which he contends to be a variation order , confirms, to the principal agent that it is indeed a variation order , and such confirmation is not contradicted, by the principal agent to the contractor within five (5) working days of receipt thereof, it shall be deemed to be a variation order [26.2]. If the contractor

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

	fails to confirm such contract instruction within the five (5) working days period, such contract instruction shall not be a variation order and the contract value shall not be adjusted [26.2]
26.5	The contractor shall give notice to the principal agent within ten (10) working days of becoming aware, or ought reasonably to have become aware of any event or circumstances which may cause expense and/or loss due to no fault of the contractor for which provision was not required in the contract sum , failing which such claim shall be forfeited. Such events or circumstances are the following:
26.5.1	The issue of a contract instruction
26.5.2	Failure to issue or the late issue of a contract on instruction following three timeous request from the contractor [15.6; 12.1.12]
26.5.4	Expense and loss caused by a direct contractor [22.4]
26.5.5	Default by the employer or his agents
26.5.6	Suspension or termination of a subcontract due to default by the employer or his agents
26.5.7	Default or insolvency of a nominated subcontractor
26.5.8	Suspension of the works [28.0]
26.6	Following notice [26.5], the contractor shall submit a detailed and substantiated claim for the adjustment of the contract value to the principal agent within twenty (20) working days , or such additional period as the principal agent may allow, from such notice , failing which such claim shall be forfeited
27.0	RECOVERY OF EXPENSE AND/OR LOSS
27.2.3	Work executed by others or the employer's own resources due to the contractor's default [17.3; 17.6]
27.2.10	Adjustment of the n/s subcontract value [NSSA 26.0] due to the subcontractor as a result of a default by the contractor
SUSPENSION AND TERMINATION	
29.0	TERMINATION
	Termination by the employer
29.1	The employer shall be entitled to terminate this agreement where the contractor has failed to:
29.1.1	Provide and or maintain a guarantee for construction within fifteen (15) working days [11.1; 11.1.5; 12.2.3] of the contract date
29.1.2	Commence and proceed with the works [12.2.7]
29.1.4	Make payment in full of an amount certified in an interim payment certificate by the due date [25.11] [CD]

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C TENDER CLOSING

Tender closing date	20 October 2023	Time	12h00
Tender submission address	All tender documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time		
Tender may be submitted by e-mail	No		

D CONTRACTOR'S SELECTIONS

D 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]	Amount	NA
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Amount	NA

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor annual holiday period	start date	15 December 2023	end date	10 January 2024
Year 2 contractor annual holiday period	start date		end date	
Year 3 contractor 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

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 percent) of the **contract sum**, excluding contingency sums and any provision for contract price adjustment (cost fluctuation)

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

D 4.0 Adjustment of preliminaries [26.9.4]

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 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 the **preliminaries**, contingency sum(s) and any provision for the 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 percent) 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 the allocation of preliminaries amounts 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 contract 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 percent (10%) shall not be varied; - Fifteen percent (15%) shall be varied in proportion to the contract value as compared to the contract sum; - Seventy-five percent (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 contract period <p>Where completion in sections are required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works or of a section 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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Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C1.2 JBCC FORM OF GUARANTEE



Guarantee for Construction

Put use with the JBCC® Principal Building Agreement edition /date

GUARANTOR DETAILS

Guarantor:

Physical address:

Guarantor's signatory 1: Capacity

Guarantor's signatory 2: Capacity

Employer:

Contractor:

Principal Agent:

Works:

Site:

Name of Signatory:

Contract Sum: Accepted amount inclusive of tax Currency

... amount in words:

Guaranteed Sum: The maximum aggregate amount Currency

... amount in words:

Guarantee for Construction (insert variable or fixed) Expiry date

AGREEMENT DETAILS

Sections Total number / not applicable Last section

Principal Agent issues 'JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

1.0 GUARANTEE for CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

PERIOD OF LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum

Amount in words:

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections

Amount in words:

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections

Amount in words:

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security

2.0 GUARANTEE for CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

PERIOD OF LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:-

- 3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention to create an accessory obligation or any intention to create a suretyship
- 3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money
- 3.3 Reference to a Recovery Statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:-
 - 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
 - 4.2 A written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor
 - 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:-
 - 5.1 The Agreement has been terminated due to the Contractor's default and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or
 - 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- 6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor
- 10.0 The Guarantor chooses the physical address-stated above for all transactions in relation to this security
- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located

Signed at	<input type="text"/>	Date	<input type="text"/>
Guarantor's Signatory 1	Guarantor's Signatory 2
Witness	Witness

Guarantor's seal or stamp

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended published and issued by the Association of South African Quantity Surveyors (Seventh Edition, 2015).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 4 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 5 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 6 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Bill No.1 (Preliminaries) of the Provisional Bills of Quantities.
- 7 The Provisional Bills of Quantities are not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor’s risk.

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C2.2 PROVISIONAL BILLS OF QUANTITIES

**HARD COPY TO BE COMPLETED IN BLACK INK
OR
EXCEL SPREADSHEET TO BE PRICED
AND RETURNED**

(NOTE THAT ALL ITEMS ARE TO BE PRICED)

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C2.3 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C2.3 DPW-23 (EC): Schedule for Imported Materials and Equipment

Project title:	MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ
Tender no:	EB/MWC/05/23/Z1A

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excl. VAT)
1.		R
2.		R
3.		R
4.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier’s quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor’s profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum: $A = V \times (\frac{Z}{Y} - 1)$

- A = the amount (R) of adjustment
- V = the net amount (supplier’s quotation) (R) of the imported item
- Y = exchange rate at the closing date of tender submission
- Z = exchange rate on the date of payment.

SIGNED FOR THE TENDERER: NAME OF TENDERER
..... SIGNATURE: TENDERER SIGNATURE: WITNESS 1
NAME:	NAME:
CAPACITY: SIGNATURE: WITNESS 2
DATE:	NAME:

C2.4: GUARANTOR PROFORMA LETTER OF INTENT

C2.4: Guarantor Proforma Letter of Intent

MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ

TENDER No. EB/MWC/05/23/Z1A

The following letter is to be reproduced on the Guarantor's company letterhead

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD
Lower Chester Road
EAST LONDON
5201

Date:

Attention: Mr G. Whittaker

Dear Sir,

**MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ
- TENDER No. EB/MWC/05/23/Z1A**

I/we the undersigned undertake to provide an unaltered JBCC Construction Guarantee on behalf of(the Contractor) for the amount of R (in words) in favour of the East London Industrial Development Zone SOC Ltd should (the Contractor) be awarded the ELIDZ: Minor Works Contracts in Zone 1A of the ELIDZ

Yours faithfully,

.....
Guarantor

C2.5: FORM OF OFFER AND ACCEPTANCE

C2.5: Form of Offer and Acceptance

Project title:	MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ
Contract No:	EB/MWC/05/23/Z1A

A. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **MINOR WORKS CONTRACTS IN ZONE 1A OF THE ELIDZ**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:

(cross out block which is not applicable)

Company or Close Corporation:	OR	Natural Person or Partnership:
		Whose Identity Number(s) is/are:
		Whose Income Tax Reference Number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:	
--------------------------------------	--

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

AND WHO IS (if applicable):

Represented herein, and who is duly authorised to do so, by:	<p style="text-align: center;">Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</p>
Mr/Mrs/Ms:	
In his/her capacity as:	

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

GUARANTEE OFFERED:

Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the Form of Guarantee included in Part C2.4. No alterations or amendments of the wording of the pro-forma will be accepted.

DOMICILIUM CITANDI ET EXECUTANDI:

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

Domicilium Citandi Et Executandi:

Other Contact Details of the Tenderer are:

Postal address:			
Code:		Tel:	
Cell:		Fax:	
Email:			

B. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer’s offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer’s offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- 2.1 Agreement and contract data
- 2.2 Pricing data
- 2.3 Scope of work
- 2.4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 2.1 to 2.4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	East London Industrial Development Zone SOC Ltd
Address of Organisation	Lower Chester Road, Sunnyside, East London, 5201

WITNESSED BY:

Name of Witness	Signature	Date

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

SCHEDULE OF DEVIATIONS:

1. Subject:
Detail:

2. Subject:
Detail:

3. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C2.6: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

Part C2.6: Declaration Certificate for Local Production and Content for Designated Sectors

C2.6: SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
National Treasury Designated Sectors Instruction No. 15 of 2016/2017 Stipulated Minimum Threshold of Conversion Processes for Local Production and Content for Steel Products in Components for Construction	100% as set out in Table 1A and 1B

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
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Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____