

# **Tender**

## **PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY**

### **AT THE**

### **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE**

**CONTRACT NO: NAM/ELEC/18 /Z1A**

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN  
EXISTING FACILITY**

### **ENVELOPE B: FINANCIAL PROPOSAL**

East London IDZ  
Contact person: G Whittaker  
Fax No: 086 605 0942  
Email: [gary@elidz.co.za](mailto:gary@elidz.co.za)

Pulana Baxter and Associates  
30 Chamberlain Road  
Berea  
East London  
5214

Contact Person:  
Inga Jakavula  
Tel : (043) 721 0984  
Fax : (043) 721 0987

**NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT**

# PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A

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## **PART C1: AGREEMENTS AND CONTRACT DATA**

## **C1.1 CONTRACT DATA EC**

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C1.1	CONTRACT DATA - EMPLOYER
	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 5 of July 2007) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
	<p>Definitions</p> <p>The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The word or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.</p>
	<p>Provision of Contract Data</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the contract data.</p>
	<p>Reference Clauses</p> <p>Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number ie. [27.4.2]</p>
1.0	CONTRACTING AND OTHER PARTIES
1.1	<p>Employer:</p> <p>East London Industrial Development Zone SOC Ltd</p> <p>Postal address:</p> <p>P O BOX 5458</p> <p>Greenfields</p>

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	East London
	<p>Tel : (043) 702 8200 Fax (043) 7028251 :</p> <p>Email : <a href="mailto:gary@elidz.co.za">gary@elidz.co.za</a></p> <p>Tax/VAT registration No. 4900 213 598</p>
[1.2]	<p>Client</p> <p>East London Industrial Development Zone (ELIDZ)</p> <p>Physical address:</p> <p>Lower Chester Road</p> <p>Sunnyridge</p> <p>East London</p> <p>Code 5201</p>
1.2 [5.1]	<p>Project Mangers</p> <p>N/A</p> <p>Agent's service:</p> <p>N/A</p> <p>Physical address:</p> <p>N/A</p> <p>Code</p> <p>Tel : Fax :</p> <p>Email :</p>
1.3 [5.2]	<p>Agent (1)</p> <p>NN Architects</p> <p>Agent's service:</p> <p>PRINCIPAL AGENT AND ARCHITECT</p> <p>Physical address:</p> <p>72 Beach Road</p> <p>Nahoon</p>

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	<p>East London</p> <p>Tel : 043 735 2027 Fax 043 735 1984</p> <p>: </p> <p>Email : <a href="mailto:ndukun@nnarch.co.za">ndukun@nnarch.co.za</a></p> <p>Code 5200</p>
<p>1.4</p> <p>[5.3]</p>	<p>Agent (2)</p> <p>Pulana Baxter and Associates</p> <p>Agent's service:</p> <p>QUANTITY SURVEYORS</p> <p>Physical address:</p> <p>30 Chamberlain Road</p> <p>Berea</p> <p>East London</p> <p>Tel : (043) 721 0984 Fax (043) 721 0987</p> <p>: </p> <p>Email : <a href="mailto:inga@pba.co.za">inga@pba.co.za</a></p> <p>Code 5214</p>
<p>1.5</p> <p>[5.4]</p>	<p>Agent (3)</p> <p>Kudec Engineering and Development Services</p> <p>Agent's service:</p> <p>CIVIL AND STRUCTURAL ENGINEERS</p> <p>Physical address:</p> <p>2 3<sup>rd</sup> Street</p> <p>Gonubie</p> <p>East London</p> <p>Code 5257</p> <p>Tel : (043) 740 1045 Fax (043) 740 5185</p> <p>: </p> <p>Email : <a href="mailto:bing@iafrica.com">bing@iafrica.com</a></p>
<p>1.6</p> <p>[5.5]</p>	<p>Agent (4)</p> <p>Kuyaduduma Consulting Engineers</p> <p>Agent's service:</p> <p>CONSULTING ELECTRICAL ENGINEERS</p>

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	<p>Physical address:</p> <p>30 East Bend Road</p> <p>Beacon Bay</p> <p>East London</p> <p>Code 5241</p> <p>Tel : (043) 748 5711 Fax :</p>
	<p>Email : <a href="mailto:dean@kceng.co.za">dean@kceng.co.za</a></p>
<p>1.7</p> <p>[5.6]</p>	<p>Agent (5)</p> <p>CONSULTING MECHANICAL ENGINEER</p> <p>Agent's service:</p> <p>AKM and Associates</p> <p>Physical address:</p> <p>86a Chamberlain Road</p> <p>Vincent</p> <p>East London</p> <p>Code 5247</p> <p>Tel : (043) 726 2955 Fax (043) 727 1084 :</p> <p>Email : <a href="mailto:fezekam@akmel.co.za">fezekam@akmel.co.za</a></p>
<p>1.8</p> <p>[5.7]</p>	<p>Agent (6)</p> <p>Inzu Business Services</p> <p>Agent's service:</p> <p>SHEQ Consultant</p> <p>Physical address:</p> <p>112 Bonza Bay Road</p> <p>Bonza Bay</p> <p>East London</p> <p>Code 5241</p> <p>Tel : (084) 746 0746 Fax (086) 668 6463 :</p> <p>Email : <a href="mailto:inzubs@yahoo.com">inzubs@yahoo.com</a></p>



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1.9 [5.8]	<p>Agent (6)</p> <p>N/A</p> <p>Agent's service:</p> <p>N/A</p> <p>Postal address:</p> <p>N/A</p> <p>Tel: N/A Fax N/A</p> <p>Email: N/A</p>
1.10 [5.5]	<p>Interest of principal agent or other agents in the project</p> <p>No</p>
1.11	<p>The principal agent named in 1.3 is responsible for the preparation of the contract data schedule. Failure to complete the contract data schedule in full may result in the tender being disqualified.</p>
2	<p>CONTRACT AND SITE INFORMATION</p>
2.1 [1.7]	<p>The law applicable to this agreement shall be that of the Republic of South Africa</p>
2.2 [1.1]	<p>Works identification:</p> <p>The scope of the works includes the provision of office accommodation (470m2) within an existing factory consisting of a reception area, canteen, ablutions/changerooms on the ground floor and a boardroom, offices, single ablution and kitchen on the mezzanine floor comprising a steel structure clad in isowalling and partitioning with suspended ceilings, floor coverings (vinyl sheeting and epoxy), electrical installation, HVAC, smoke exhaust, fire detection, hot water generation, sprinkler system</p>
2.3 [1.1]	<p>Site description: The site is in Zone1A of the EAST LONDON IDZ</p>
2.4 [15.2.1]	<p>Possession of the site is to be given on: PROVISION 18 June 2018 AL</p>

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2.5 [15.3]	Period for the commencement of the works after the contractor takes possession of the site:  (working days) 1				
2.6 [15.4]	Completion of the works in sections is required No				
[28.0]	Number of sections N/A				
2.7 [3.3] [31.16.2] ]	Waiver of the contractor's lien or right of continuing possession is required Yes				
2.8 [16.1]	Defined restrictions to the site area. Where "yes" the specific requirements are described below or detailed in the contract documents Yes				
2.9 [16.4]	Geotechnical investigation of the site has been undertaken No Where "yes" results are included in the contract documents				
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents Yes				
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents Yes				
2.11.1	Water	Option A	Contractor	his cost	
		Option B	Employer	free of charge	B
		Option C	Employer	metered (contractor cost)	
2.11.2	Electricity	Option A	Contractor	his cost	
		Option B	Employer	free of charge	B
		Option C	Employer	metered (contractor	

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2.11.3				cost)	
	Telecom	Option A	Contractor	his cost	A
		Option B	Employer	free of charge	
		Option C	Employer	metered (contractor cost)	
2.11.4	Ablutions	Option A	Contractor	his cost	A
		Option B	Employer	free of charge	
2.12 [16.8]	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the contract documents  The Contractor is to protect all trees that he may encounter during the duration of the contract.				no
3.0	INSURANCES AND SECURITIES				
3.1	Contract works insurance to be effected by the :			(Employer/Contractor)	Employer
[10.1.1]		For the sum of	(amount)	Contract Sum + 18%	
[12.6]	The contractor is responsible, in the case of storm, subsidence, landslip or collapse, earthquake or earth tremor, fire and lightning, theft/malicious damage, for the deductible of			(amount)	R 25,000.00
	The contractor is responsible, in all other cases, for the deductible of			(amount)	R 10,000.00
3.2	Supplementary/Special insurance to be effected by			(Employer/Contractor)	Employer
[10.1.2]		For the sum of	(amount)	Contract Sum + 18%	
[11.1] [11.2] [11.3] [12.6]	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 R 25 000.00 per incident				
3.3	Public liability insurance to be effected by			(Employer/Contractor)	Joint Names
[10.1.3]	Spread of Fire for the Sum of			(amount)	R 250,000.00
	All other cases for the Sum of			(amount)	R 20,000,000.00

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[12.6]	The contractor is responsible, in the case of Damage to Underground Services, for the deductible of			(amount)	R	25,000.00
	The contractor is responsible, in the case of Third Party Damage, for the deductible of			(amount)	R	15,000.00
3.4	Support insurance to be effected by the employer					
[11.1.1]			For the sum of	(amount)	NA	
		With a deductible of		(amount)	NA	
3.5	Special insurance to be effected by			(Employer/Contractor)	NA	
	Type					
			For the sum of	(amount)	NA	
		With a deductible of		(amount)	NA	
4.0	PRACTICAL COMPLETION DATES AND PENALTIES					
4.1	For the works as a whole			Date	Penalty Amount	
[24.3.1]	The date for practical completion and the penalty per calendar day			19 Sept 2018	R 10,000.00	
[30.1]						
[30.2]						
[30.3]						
4.2	For the works in sections			Date	Penalty Amount	
[24.3.1]	The date for practical completion and the penalty per calendar day		NA	NA	NA	
[28.1]						
5.0	DOCUMENTS AND GENERAL					
5.1	No of Construction documents to be supplied to the contractor				3	
[3.7]						
5.2	The priced document may be used as a specification of materials and goods and work methods				No	
[3.9]						
5.3	The contractor shall provide a schedule of rates				No	

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[3.10]			
5.4	Changes made to JBCC standard documents		Yes
[3.11]		(Addendum No)	NA
5.5	On acceptance of the tender the priced document is to be submitted within the stated working days	(No. of)	10
[3.11]			
5.6	Work to be undertaken by direct contractors		No
[22.2]		(Addendum No)	NA
5.7	On achievement of practical completion the contractor is to hand over manuals etc. related to the works as listed below		
[24.9]	(1)	Electrical Installation	(2) Fire Detection Installation
	(3)	Air Conditioning Equipment Installation	(4) Sprinkler Installation
	(5)		(6)
	(7)		(8)
5.8	Interim payment certificate to be issued by		(Date of Month) 25 <sup>th</sup> day of the month
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT		
	Note: All changes in detail must be listed below or provided in		(Addendum No) NA
31.1	The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate		
31.5.3	Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:		
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities		
	2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170		
	3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price adjustment Provisions, if Option A has been selected for the adjustment of preliminaries		

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	4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted
	5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45
31.16.2	The Employer will not be providing a payment guarantee for the waiver of the Contractor's lien or right of continuing possession of the site.
7.0	<p>DECLARATION BY THE PRINCIPAL AGENT</p> <p>I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be forthwith informed thereof in writing</p> <p style="text-align: right;">Principal Agent</p> <p style="text-align: right;">Date</p>

## **C1.2 JBCC FORM OF GUARANTEE**

## **PART C2: PRICING DATA**



## **C2.1 PRICING INSTRUCTIONS**

## PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A

### C2.1 Pricing Instructions

- 1** The 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 (Sixth Edition (Revised), 1999).
- 2** The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5, July 2007. 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 Bills of Quantities are recited.
- 3** It will be assumed that prices included in the 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](http://www.stanza.org.za) or [www.iso.org](http://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 Bills of Quantities.
- 7** The Bills of Quantities are not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

## **C2.3 BILLS OF QUANTITIES**

## **T2.1 FINANCIAL PROPOSAL**

## **GUARANTOR PROFORMA LETTER OF INTENT**

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**Guarantor Proforma Letter of Intent**

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY  
AT THE  
EAST LONDON IDZ**

**TENDER No. NAM/ELEC/18/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:  
Att: Mr G. Whittaker

Dear Sir,

**ELIDZ:**  
**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY -**  
**TENDER No. NAM/ELEC/18/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 (Pty) Ltd should .....(the Contractor) be awarded the ELIDZ  
Expansion of Yanfeng Factory.

Yours faithfully,

.....  
Guarantor

## **CONTRACT DATA CE**

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO  
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	<b>CONTRACT DATA - CONTRACTOR</b>				
	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 5 of July 2007) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>				
	<p><b>Definitions</b></p> <p>The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The word or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.</p>				
	<p><b>Provision of Contract Data</b></p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the contract data.</p>				
	<p><b>Reference Clauses</b></p> <p>Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number ie. [27.4.2]</p>				
<b>1.0</b>	<b>CONTRACTING PARTY</b>				
<b>1.1</b>	Contractor:				
	Postal address:				
				Code	
	Tel :		Fax :		
	Email :				



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	Tax/VAT registration No :			
[1.2]	Physical address:			
	Tel :		Fax :	
	Email :			
2.0	SECURITIES			
2.1	Security			
	The security provisions selected are:			
2.1.1 [14.3]	Variable Construction Guarantee			Yes/No
2.1.2 [14.4]	Fixed Construction Guarantee and Payment Reduction			Yes/No
2.1.3 [14.5]	Advanced Payment is required. Where "Yes"		(Amount)	
2.1.4	An Advance Payment Guarantee to be provided			Yes/No
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES			
3.1	Payment of Preliminaries			
	The payment of preliminaries shall be according to the option selected by the contractor. The amount included in each monthly payment certificate in respect of preliminaries as stated in the contract data shall be.			
3.1.1	Option A			
	Assessed by the principal agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum excluding:			
	The amount for preliminaries			
	Any contingency sum			
	Any amount in respect of CPAP			
	All inclusive of tax			
3.1.2	Option B			
	Calculated from the priced items in the bills of quantities/lump sum document. The contractor and the principal agent shall agree on a division of the priced preliminaries items into:			
	An initial or establishment charge			
	A monthly charge			
	A final or disestablishment charge			
	All inclusive of tax			

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	In arriving at such a division cognizance shall be taken of such factors as:		
	Premiums for annually renewable insurance policies		
	Plant, scaffolding and the like remaining the property of the contractor or the hiring company and the capital costs thereof not treated as part of the initial charge		
	Where the initial construction period is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised construction period and the amounts already paid to the contractor		
3.2	Should the contractor and the principal agent be unable to agree such division then the principal agent shall make a division of the amount of the preliminaries to be incorporated in the valuations for each monthly payment certificate.		
	Adjustment of preliminaries		
	The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries		
	Adjustment of preliminaries in terms of Option A or B shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works. The adjustment of preliminaries shall be based on the option as selected in the contractor's tender.		
	For the adjustment of preliminaries both the contract sum and the contract value shall exclude:		
	The amount of the preliminaries		
	Any contingency sum		
	Any amount in respect of CPAP		
	Dayworks		
	All inclusive of tax		
3.2.1	Option A		
	The amount of preliminaries shall be adjusted in the following categories:		
	An amount which shall not be varied		
	An amount which shall be varied in proportion to the contract value as compared with the contract sum		
	An amount which shall be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment of of the contract value in terms of the agreement.		
	The contractor shall, within fifteen (15) working days of taking possession of the site, give the principal agent a breakdown, sub-divided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the principal agent.		
	Should the contractor fail to provide such information with in the period stipulated then the amount for preliminaries shall be subdivided into the following proportions:		
	10% (ten percent) which amount shall not be varied		

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3.2.2	15% (fifteen percent) which amount shall be varied in proportion to the contract value as compared to the contract sum		
	75% (seventy percent) which amount shall be varied in proportion to the construction period as compared with the initial construction period		
	For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7,5% (seven and a half percent) of the contract sum excluding:		
	Any contingency sum		
	Any amount in respect of CPAP		
	All inclusive of tax		
	Where sectional completion is required in terms of the agreement, the contractor shall provide the principal agent with the division of the above categorised amounts into sections. Should the contractor fail to provide such information within the period stipulated the categorised amounts shall be prorated to the value of each section		
	Option B		
3.2.3	The contractor shall, within fifteen (15) working days of taking possession of the site, give the principal agent with a detailed breakdown of the amount for preliminaries. This breakdown shall set out , among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for preliminaries. The contractor shall show the periods to which the individual items relate with the charge rate for such items by means of a program all to the satisfaction of the principal agent.		
	Where sectional completion is required in terms of the agreement, the contractor shall provide the principal agent with details of the resources required for each section and those that are common to sections. Should the contractor fail to provide such information with in the period stipulated, Option A shall apply.		
3.2.3	Payment certificate cash flow		
3.2.4	The contract value shall be adjusted according to CPAP [3.1] (Yes/No)		YES
3.2.5	Payment of preliminaries [3.1.1, 3.1.2]	(A or B)	
3.2.6	Adjustment of preliminaries [3.2.1, 3.2.2]	(A or B)	
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS		

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A**

4.1	Changes (if any) in terms of the Contract Data - Employer are accepted (Yes/No)	
	<i>Where "No" an addendum referenced to this clause is to be attached</i>	
5.0	THE TENDER	
5.1	This tender is to be submitted to the Employer at the street address provided in the invitation to tender before the tender closing date and time stipulated therein	
5.2	By the submission of this tender to the employer the tenderer offers and agrees to contract for, execute and complete the works for the tender sum as stated below	
5.3	Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced (Not Applicable)	
5.4	The lowest or any tender will not necessarily be accepted	
5.5	This tender shall remain in full legal force for 120 (One Hundred and Twenty) calendar days. the tenderer accepts liability for damages as may be suffered by the Employer should the Tender validity period not be honoured.	
5.6	This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender	
5.7	The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement	

## **FORM OF OFFER AND ACCEPTANCE**

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A**

**1.1.1 FORM OF OFFER AND ACCEPTANCE**

<b>Project title:</b>	<b>PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY</b>
<b>Contract No:</b>	<b>NAM/ELEC/18/Z1A</b>

**A. OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY**

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:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	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)

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

**AND WHO IS** (if applicable):

**PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO  
AN EXISTING FACILITY - NAM/ELEC/18/Z1A**

Trading under the name and style of:

.....

**AND WHO IS:**

Represented herein, and who is duly authorised  
to do so, by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

**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.**

**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

**GUARANTEE OFFERED:**

The Tenderer offers to provide security as indicated below:

- i. **cash deposit** of 5 % of the Contract Sum (excl VAT) paid within 21 days  
after my /our Bid has been formally accepted Yes ☐ No ☐
- ii. **bank guarantee** of 5 % of the Contract sum (excl VAT) submitted within  
21 days after my /our Bid has been formally accepted. Yes ☐ No ☐
- iii. **insurance guarantee** of 5 % of the Contract sum (excl VAT) submitted within  
21 days after my /our Bid has been formally accepted. Yes ☐ No ☐

**NB. 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 section 2.1.3. No alterations or amendments of the wording of the pro-forma  
will be accepted.**

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):

.....

Other Contact Details of the Tenderer are:

Telephone No .....

Cellular Phone No .....

Fax No .....

Postal address

.....

**B. ACCEPTANCE**

## PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A

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 fulfill 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

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

### WITNESSED BY:

Name of Witness	Signature	Date



## PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN EXISTING FACILITY - NAM/ELEC/18/Z1A

### 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.

## **FINAL SUMMARY**

PROVISION OF ELECTRICAL UPGRADE AND ADMIN ACCOMMODATION TO AN  
EXISTING FACILITY - NAM/ELEC/18/Z1A