

Tender

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CONTRACT NO: EB/DF/02/18/Z1A

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A AT ELIDZ

ENVELOPE B: FINANCIAL PROPOSAL

East London IDZ
Contact person: G Whittaker
Fax No: 086 605 0942
Email: 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

TABLE OF CONTENTS

Envelope "B": FINANCIAL PROPOSAL

AGREEMENT AND CONTRACT DATA

Part C1: Agreements and contract data

- C1.1 Contract Data EC
- C1.2 JBCC Form of Guarantee

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bills of Quantities
- T2.1 Financial Proposal
 - Guarantor Proforma Letter of Intent
 - Contract Data CE
 - Form of Offer and Acceptance
 - Final Summary

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 CONTRACT DATA EC

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	<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. <i>[27.4.2]</i></p>
1.0	CONTRACTING AND OTHER PARTIES
1.1 [1.2]	<p>Employer:</p> <p>East London Industrial Development Zone SOC Ltd</p> <p>Postal address:</p> <p>P O BOX 5458 Greenfields East London Tel: (043) 702 8200 Fax: (043) 7028251 Email: gary@elidz.co.za Tax/VAT registration No. 4900 213 598</p> <p>Physical address:</p> <p>Lower Chester Road Sunnyridge East London Code 5201</p>
1.2 [5.1]	<p>Project Managers:</p> <p>Kamva Quantity Surveyors</p> <p>Agent's service:</p> <p>PROJECT MANAGERS</p> <p>Physical address:</p> <p>6 Gonubie Gardens, 14 Main Road Gonubie East London Code 5257 Tel: 043 740 1304 Fax: 086 768 5414 Email: kamva2011@gmail.com</p>
1.3 [5.2]	<p>Agent (1)</p> <p>Architects</p> <p>Intsika Architects</p> <p>Agent's service:</p> <p>ARCHITECTS</p> <p>Physical address:</p>

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	2 nd Floor, The Ridge 3 Berea Terrace Berea East London Tel: 043 726 7786 Email: cobus@instika.com Code 5201 Fax: 043 726 4763
1.4 [5.2]	Agent (2)
	Pulana Baxter and Associates
	Agent's service:
	QUANTITY SURVEYORS
	Physical address:
	30 Chamberlain Road Berea East London Tel: 043 721 0984 Email: les@pba.co.za / inga@pba.co.za Code 5200 Fax: 043 721 0987
1.5 [5.2]	Agent (3)
	ZNM Consulting Civil and Structural Engineers
	Agent's service:
	STRUCTURAL ENGINEERS
	Physical address:
	8A Bonza Bay Road Beacon Bay East London Tel: (087) 350 4035 Email: mzukisi@znmeng.co.za Code 5241 Fax: 086 608 3511
1.6 [5.2]	Agent (4)
	ZNM Consulting Civil and Structural Engineers
	Agent's service:
	CIVIL ENGINEERS
	Physical address:
	8A Bonza Bay Road Beacon Bay East London Tel: (087) 350 4035 Email: mzukisi@znmeng.co.za Code 5241 Fax: 086 608 3511
1.7 [5.2]	Agent (5)
	Evans Consulting Engineers
	Agent's service:
	ELECTRICAL ENGINEERS
	Physical address:
	17 Surrey Road Vincent East London Tel: (043) 721 3192 Email: darryl@evansconsulting.co.za Code 5247 Fax: (043) 721 1553
1.8 [5.2]	Agent (6)
	Evans Consulting Engineers
	Agent's service:
	MECHANICAL ENGINEERS
	Physical address:
	17 Surrey Road Vincent East London Tel: (043) 721 3192 Email: darryl@evansconsulting.co.za Code 5247 Fax: (043) 721 1553

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

1.9 [5.2]	Agent (7)	
	TBA	
	Agent's service:	
	T	
	Physical address:	
1.10 [5.2]	Agent (8)	
	TBA	
	Agent's service:	
	Physical address:	
1.10 [5.5]	Interest of principal agent or other agents in the project	No
1.11	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.	
2	CONTRACT AND SITE INFORMATION	
2.1 [1.7]	The law applicable to this agreement shall be that of the	Republic of South Africa
2.2 [1.1]	<p>Works identification:</p> <p>The scope of the works includes the construction of a manufacturing facility approximately 5 500m² comprising a steel structure clad in aluminium roof and side sheeting, concrete raft floor slab, electrical installation, access control, air conditioning and ventilation installation, fire protection (sprinkler system installation, fire hose reels and internal hydrants) and hot water generation installation.</p> <p>Attached double storey office block approximately 1100m² comprising reinforced concrete structure/raft slab with brick infill walls clad in aluminium roof sheeting, with suspended ceilings, carpets /porcelain tile floor finish , electrical installation, access control, air conditioning and ventilation installation, fire protection (sprinkler system installation, fire hose reels and internal hydrants) and hot water generation installation.</p> <p>External works comprising bulk earthworks, platforms, water, stormwater and sewer including manholes, roadways (concrete hardstand, pedestrian paving and kerbing), retaining walls, armco barriers, gate house, entrance gate, landscaping and fencing.</p>	
2.3 [1.1]	Site description:	The site is in Zone1A of the EAST LONDON IDZ
2.4 [15.2.1]	Possession of the site is to be given on:	PROVISIONAL: 16 January 2019, Subject to the DoL issuing the Construction Work Permit.
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	Yes
[28.0]	Number of sections	3
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:	No
2.9 [16.4]	Geotechnical investigation of the site has been undertaken. Where "yes" results are included in the contract documents.	Yes

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents				N/A
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	A
		Option B	Employer	free of charge	
		Option C	Employer	metered (contractor cost)	
2.11.2	Electricity	Option A	Contractor	his cost	A
		Option B	Employer	free of charge	
		Option C	Employer	metered (contractor cost)	
2.11.3	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				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
	The contractor is responsible, in all other cases, for the deductible of			(amount)	R 10,000
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 R2500.00 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
	All other cases for the Sum of			(amount)	R 20,000,000
[12.6]	The contractor is responsible, in the case of Damage to Underground Services, for the deductible of			(amount)	R 25,000
	The contractor is responsible, in the case of Third Party Damage, for the deductible of			(amount)	R 15,000
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

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	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] [30.1] [30.2] [30.3]	The date for practical completion and the penalty per calendar day	See below	N/A
4.2	For the works in sections	Date	Penalty Amount
[24.3.1] [28.1]	The date for practical completion and the penalty per calendar day	Production Area /Warehouse and Associated Site Works	17 July 2019
		Compressor, Gases, Substation, Air Pump Rooms and Associated Site Works	17 July 2019
		Balance of the Works	17 September
5.0	DOCUMENTS AND GENERAL		
5.1 [3.7]	No of Construction documents to be supplied to the contractor		3
5.2 [3.9]	The priced document may be used as a specification of materials and goods and work methods		No
5.3 [3.10]	The contractor shall provide a schedule of rates		No
5.4 [3.11]	Changes made to JBCC standard documents		Yes
5.5 [3.11]	On acceptance of the tender the priced document is to be submitted within the stated working days	(Addendum No) (No. of)	NA The priced document is to be submitted as part of the tender and returned as part of Envelope B: Financial Proposal
5.6 [22.2]	Work to be undertaken by direct contractors		Yes
5.7 [24.9]	On achievement of practical completion the contractor is to hand over manuals etc. related to the works as listed below:		NA
	(1) Electrical Installation	(2) Access Control Installation	
	(3) Fire Detection Installation	(4) Air Conditioning Equipment Installation	
	(5) Sprinkler Installation		
5.8	Interim payment certificate to be issued by	(Date of Month)	25 th 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

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

1.1	<p>The definition of “Bills of Quantities” is amended by replacing it with the following:</p> <p>“Bills of Quantities”: The document drawn up in accordance with the Standard System of Measuring Building Work 1999 sixth Edition (Revised). The contractor shall have priced the document to reflect the contract sum.</p>
1.1	<p>The definition of “Construction Period” is amended by replacing it with the following:</p> <p>“Construction Period” means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.</p>
3.1	<p>Clause 3.1 shall be amended as follows:</p> <p>Replace clause 3.1 with No clause</p>
3.3	<p>Delete the following in the third line of clause 3.3</p> <p>“of having received a payment guarantee from the employer [3.1]</p>
7.2	<p>Add the following clause after clause 7.1:</p> <p>7.2 Without limiting the generality of the provisions of clause 7.0, 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 C3.2 for the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the 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.</p>
7.3	<p>Add the following clause after clause 7.2:</p> <p>7.3 Construction Environmental Management Plan (C4): The Construction Environmental Management Plan (CEMP) REV8 January 2016, 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 C3.3 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.</p>

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

14.3.2	<p>Add the following to the end of clause 14.3.2:</p> <p>The expiry date for the security to be provided in terms of clause 14.3 and 14.4 shall be one hundred and eighty (180) calendar days after the date for practical completion for the work as a whole.</p> <p>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:</p> <p>5.3. The guarantor has failed to extend the guarantee when requested to do so by the Employer if the certificate of final complete 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 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 5.0</p>
15.1.2	<p>Documents to be provided ten (10) working days after the acceptance of the tender</p> <ul style="list-style-type: none"> • OHS Plan/File • Construction Guarantee • Construction Programme
18.0	<p>Add the following clause after clause 18.4.</p> <p>18.5 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.</p>
19.1	<p>Amend clause 19.1 as follows:</p> <p>Delete "Where required in the priced document"</p>
19.1.1	<p>Amend clause 19.1.1 as follows:</p> <p>Substitute clause 19.1.1 with the following:</p> <p>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, fans and walkways, overhead protection against falling objects and materials, security fences, etc required by prevailing bylaws, the SHE Act and/or his own site requirements . Allowance must furthermore be made for periodic adjustment of any enclosure or protection and for their eventual removal.</p> <p>Other than the construction site itself, access is limited to the immediate area surrounding the works as enclosed by the entrance to the site. The limit of access and exit will be pointed out to the contractor by the Principal Agent at the pre-tender site inspection.</p> <p>All other hoarding must be priced for under this clause in the Preliminaries Bill and no claims for additional hoardings and temporary fencing will be entertained.</p>

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

19.1.2	<p>Add the following to the end of Clause 19.1.2:</p> <p>The office accommodation for meetings is to be adequately sized and equipped with a sound working table and chairs to accommodate at least thirty (30) people for site meetings. The room is to be well vented and fitted with two large white boards with markers and erasers.</p>
19.1.3	<p>Add the following clause after clause 19.1.2</p> <p>Clause 19.1.3 An office for the Clerk of Works and Resident Engineers. The office shall consist of one room with a floor area of at least 30 m² and a ceiling height of at least 2.5 m, shall be weatherproof, shall have a either a wooden boarded floor that is at least 150mm above the ground or a concrete surface bed, and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and opening windows of glazed area at least 7 m². The office shall be well ventilated and shall be so insulated as to provide comfortable and dust free working conditions.</p> <p>The access and the areas around the offices and toilets shall be surfaced with clean crushed stone. Furthermore, an adequate level parking area shall be provided also surfaced with clean crushed stone. Both areas shall be well drained, kept free of mud and maintained throughout the contract period.</p> <p>The contractor shall allow for the proper maintenance and regular cleaning of all offices during the contract period to ensure clean usable facilities at all times and shall clear away and make good on completion.</p>
19.2	<p>Amend the third sentence to clause 19.2 as follows:</p> <p>The contractor shall provide and erect a project notice board size 2.5m x 3.5m.</p>
19.3	<p>Add the following to the end of clause 19.3:</p> <p>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 8 January 2016 included in Part C3.3 in Envelope A: Volume 1 of 2 of these tender documents.</p>
29.2.1	<p>Clause 29.2.1 shall be amended as follows:</p> <p>Replace clause 29.2.1 with No clause</p>
31.9	Amend by substituting seven (7) calendar days with thirty (30) calendar days.
34.10	Amend by substituting seven (7) calendar days with thirty (30) calendar days.
31.5.3	<p>The Contract is to be adjusted using CPAP indices. (Clause 32.13) [31.5.3]: Yes. Base month is August 2018.</p> <p>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 for use with P0151 indices published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</p>
	<p>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</p>

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

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

C1.2 JBCC FORM OF GUARANTEE

PART C2: PRICING DATA

C2.2 BILLS OF QUANTITIES

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A - EB/DF/02/18/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 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 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.

T2.1 FINANCIAL PROPOSAL

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

GUARANTOR PROFORMA LETTER OF INTENT

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

Guarantor Proforma Letter of Intent

**CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A
AT THE
EAST LONDON IDZ**

TENDER No. EB/DF/02/18/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: CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A
TENDER No. EB/DF/02/18/Z1A**

I/wethe 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, Construction of a Manufacturing Facility in Zone 1A.

Yours faithfully,

.....
Guarantor

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

CONTRACT DATA CE

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	CONTRACT DATA - CONTRACTOR				
	<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 PARTY				
1.1	Contractor:				
	Postal address:				
				Code	
	Tel :		Fax :		
	Email :				
	Tax/VAT registration				

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	No :						
[1.2]	Physical address:						
	Tel :		Fax :				
	Email :						
2.0	SECURITIES						
2.1	Security						
	The security provisions selected are:						
2.1.1	Variable Construction Guarantee						Yes
[14.3]							
2.1.2	Fixed Construction Guarantee and Payment Reduction						No
[14.4]							
2.1.3	Advanced Payment is required. Where "Yes"			(Amount)	No		
[14.5]							
2.1.4	An Advance Payment Guarantee to be provided						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						

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	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		
	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.		
3.2	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		

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

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		
	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.		
3.2.3	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		
3.2.3	The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates where required by the employer. The projections shall be based on the program and shall be updated as and when the program requires updating. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement		
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		
4.1	Changes (if any) in terms of the Contract Data - Employer are accepted		

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

	(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

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

1.1.1 FORM OF OFFER AND ACCEPTANCE

Project title:	CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A
Contract No:	EB/DF/02/18/Z1A

A. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A**

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:

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

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 10 % of the Contract Sum (excl VAT) paid within 21 days after my /our Bid has been formally accepted Yes ☐ No ☐
- ii. **bank guarantee** of 10 % of the Contract sum (excl VAT) submitted within 21 days after my /our Bid has been formally accepted. Yes ☐ No ☐
- iii. **insurance guarantee** of 10 % 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

.....

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A - EB/DF/02/18/Z1A

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 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

Name of Organisation:	East London Industrial Development Zone (Pty) Ltd
Address of Organisation	Lower Chester Road, Sunnyridge East London 5201

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/Z1A

WITNESSED BY:

Name of Witness	Signature	Date

CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1 A -
EB/DF/02/18/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

