

Tender

ZONE 1A ASP2 - EARTHWORK PLATFORMS

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CONTRACT NO: ASP2/PLATFORMS/03/19/Z1A

ZONE 1A ASP2 - EARTHWORK PLATFORMS

ENVELOPE B: FINANCIAL PROPOSAL

East London IDZ SOC Ltd
Contact person: G Whittaker
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BVI Border (Pty) Ltd
1st Floor, Esprit House, Triple Point
St Helena Road
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NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 CONTRACT DATA EMPLOYER

C1.1: CONTRACT DATA – EMPLOYER

A. Conditions of Contract

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. 011 805 5947.

B. Special Conditions of Contract

The following contract specific conditions are applicable to this Contract

Clause	Specific conditions
	When referring to a Clause in the supplements below, it includes all Sub-clauses.
1.1.1.1	Replace Clause 1.1.1.1: “Agreed” means agreed in writing by the Employer and the Contractor.
1.1.1.5	Replace Clause 1.1.1.5: The “commencement date” means the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).
1.1.1.7	Replace Clause 1.1.1.7: “Contract” means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and written amendments or additions to the contract as may be agreed and signed by both parties.
1.1.1.35	Add the following definition: “Schedule of Documents” means the document so designated in and forming part of the Tender Documents.
1.1.1.36	Add the following definition: “In Good Time” shall be interpreted as to the discretion of the Employer’s Agent
1.2.1	Add to Clause 1.2.1: Provided any notice or claim required in accordance with this Contract shall be communicated in writing, separately from other communications, on a separate cover with specific reference to the clause requiring the same.
1.2.1.2	Replace Clause 1.2.1.2: Delivered at the address, including email, of the addressee as stated in the Contract Data.
4.1.2	Amend in Clause 4.1.2 The fifth line, amend "any drawing" to read "any design, drawing".
4.1.3	Add Clause 4.1.3: The Contractor shall be responsible for the design, construction, erection, inspection, approval and maintenance of all temporary works, including formwork, support work and scaffolding.
4.1.4	Add Clause 4.1.4: Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Employer’s Agent the as-built drawings, documents and Operational and Maintenance Manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, re-assemble, adjust and repair of this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Completion until these documents and manuals have been submitted to, and accepted by, the Employer’s Agent.

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

Clause	Specific conditions
5.4.2	Replace in Clause 5.4.2: "Contract Data" with "Contract Data, Scope of Works or Site Information"
5.4.3	Replace Clause 5.4.3: If the Contractor suffers delay to Practical Completion and/or incurs proven additional costs from failure of the Employer to give access to or possession in accordance to the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
5.6.2	Add Clause 5.6.2.8: Health and Safety requirements. Add Clause 5.6.2.9: Critical path. Add Clause 5.6.2.10: Notices issued and claims submitted.
5.6.3	Replace Clause 5.6.3: The Employer's Agent shall, within 14 days after the Contractor submitted an initial or adjusted programme, approve such programme, or, rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are inter alia that it is not in accordance with the Contract, or, is not reflecting the actual progress. The Employer's Agent's failure to approve or reject with reasons the submitted programme, 5.6.3.1 in the event of the submitted programme, being an adjusted programme, shall be deemed to be approved; and 5.6.3.2 in the event of the submitted programme, being an initial programme, shall not constitute deemed approval.
5.6.4.1	Replace Clause 5.6.4.1: When it no longer reflects the actual progress, or
5.12.1	Add to Clause 5.12.1: "Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Employer's Agent 's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal."
6.2.1	Replace in Clause 6.2.1: "selected" with "prescribed".
6.6.1.1	Add to Clause 6.6.1.1: "excluding general items".
6.6.1.2.1	Insert in Clause 6.6.1.2.1: The first line, after the word "sums", insert ", excluding VAT".
6.6.1.2.2	Insert in Clause 6.6.1.2.2: The third line, after the word "amount" insert ", excluding VAT".
6.6.2	Insert in Clause 6.6.2: The fifth line, after the word "price", insert ", excluding VAT,"
6.9.1	Add to Clause 6.9.1: "The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."
6.9.2	Amend in clause 6.9.2 The last line, amend "Works" to read "Permanent Works".
6.10.1.5	Amend in Clause 6.10.1.5 The sixth line, amend "documentary evidence" to read "a signed statement".

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

Clause	Specific conditions
	Add to clause 6.10.1.5 "and provide a bank guarantee for the full value of the amount claimed, valid until installation or handover of plant and/ or material."
7.2.1	Add to Clause 7.2.1: "Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused."
7.8.1	Amend in Clause 7.8.1 The second line in paragraph 2, after the words "Defects Liability Period", insert "within the period specified by the Employer's Agent", and amend "thereafter" to read "after the Defects Liability Period".
8.3.1.11	Add to Clause 8.3.1.11: Add at the beginning, "Except where the Contract specifically so provides,"
8.6.1.3	Add to Clause 8.6.1.3: "The minimum amount of insurance required in terms of this Clause, as stated in the Part 1 of the Contract Data, shall be per event, the number of events being unlimited."
8.6.1.6	Add Clause 8.6.1.6: "Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."
8.6.5	Add to Clause 8.6.5: "The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."
8.6.6	Add to Clause 8.6.6: "The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Part 1 of the Contract Data."
8.6.8	Add Clause 8.6.8: "In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."
10.1.1	Replace in Clause 10.1.1: The third line, replace "Permanent Works" with "Works".
10.1.1.1	Replace Clause 10.1.1.1: "The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:"
10.1.1.1.3	Replace Clause 10.1.1.1.3: "The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay of Practical Completion, and."
	ADDITIONAL CLAUSES Form of Offer The Form of Offer to be used shall be the Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract. Form of Acceptance

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

Clause	Specific conditions
	<p>The Form of Acceptance to be used shall be the Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.</p> <p>Pro forma – Performance Guarantee</p> <p>The Performance Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.</p>

C. Contract Data

Clause	Item and data
1.1.1.13	The Defects Liability Period is measured from the date of Certificate of Completion. The Defects Liability Period is 12 months .
1.1.1.14	The time for achieving Practical Completion is 60 days (measured from the Commencement Date)
1.1.1.15	The name of the Employer is East London Industrial Development Zone SOC Ltd (ELIDZ) .
1.1.1.16	The name of the Employer's Agent is BVI Border (Pty) Ltd represented by the Employee duly authorised thereto in writing.
1.1.1.26	The pricing strategy is Re-Measurement Contract
1.2.1.2	<p>The address of the Employer:</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 The address of the Employer's Agent: Postal Address: 1st Floor, Esprit House Triple Point St Helena Road Beacon Bay, East London Tel (043) 722 2738 Fax (043) 743 7698</p>
4.1.2	The Contractor's Engineer shall provide Professional Indemnity of R10 million.
5.1.1 & 5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> Public holidays, Sundays The year-end break commencing on Friday, 13 December 2019 (last working day) and ending on Friday, 03 January 2019 (Dates announced by SAFCEC will supersede the abovementioned dates).
5.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of the functions or duties according Clauses of the General Conditions of Contract.</p> <p>Clause 4.4.4: Providing consent for sub-contracting part of the Contract</p> <p>Clause 6.3: Variations</p> <p>Clause 5.12: Extension of Time for Practical Completion</p> <p>Clause 5.13: Reducing Penalties</p> <p>Clause 10.1: Ruling on Contract Claim</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p>

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

Clause	Item and data																										
	Insurance (Refer to Clause 8.6) Construction Work permit from DoL (Not applicable to this contract)																										
5.3.2	The time to submit the documentation required before commencement with Works execution is five (5) days .																										
5.4.1	The Contractor shall not have the right to access the works until he has complied with his obligations in terms of Clause 6.2.1 – Guarantee.																										
5.12.2.2	<p>If during the time for completion of the Works or any extension thereof, abnormal rainfall or wet conditions occur, the Contractor may submit a claim for an extension of time in accordance with Clause 10.1 of the General Conditions of Contract. If an extension of time is granted, then any standing time costs of construction machinery as a consequence of the abnormal rainfall shall be deemed to have been included in the Time related costs of the Schedule of Quantities.</p> <p>The method whereby the amount of extension of time due to the effect of abnormal rainfall and the prevalence of wet conditions will be determined, are as follow, the actual number of days where delay occurs less the number of days (Nn) in the table below which represents the average delays which the Contractor should allow for in his programming and costing.</p> <p>For a delay claim to be valid, the work so delayed would have to fall on the critical path. Rainfall data for the project is:</p> <table><tr><td>Month</td><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr><tr><td>Nn (Days)</td><td>2.0</td><td>2.0</td><td>1.5</td><td>1.5</td><td>1.0</td><td>1.0</td><td>1.0</td><td>1.0</td><td>1.0</td><td>2.0</td><td>2.0</td><td>2.0</td></tr></table>	Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Nn (Days)	2.0	2.0	1.5	1.5	1.0	1.0	1.0	1.0	1.0	2.0	2.0	2.0
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec															
Nn (Days)	2.0	2.0	1.5	1.5	1.0	1.0	1.0	1.0	1.0	2.0	2.0	2.0															
5.13.1	The penalty for failing to complete the works is 0.1% of the contract amount per working day (zero comma one percent) or prorata the sum for non-compliance in any progressive portion.																										
5.16.3	The latent defect period is ten (10) years for civil Engineering works, five (5) years for building works and three (3) years for mechanical and electrical works.																										
6.2.1	<p>The time to deliver the Deed of Guarantee is 14 days of the Commencement Date.</p> <p>The Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such company, a Registered South African Bank or recognised government sponsored, provincial or national development agency. Unless agreed in writing by the Employer’s Agent, Execution of Work (Clause 5.3.1) shall not commence until the Contractor has complied with his obligations in terms of this Clause.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.2.</p> <p>The guarantee shall be for 15% of the Contract Price.</p>																										
6.5.1.2.3	The percentage allowance is 10%.																										
6.8.2	A Contract Price Adjustment will not be allowed.																										
6.10.1.5	The percentage advance on materials which are delivered to Site but not yet built into permanent works is 80% (eighty percent) of the proven value of the material. No advance payment will be made to material not delivered to Site.																										
6.10.3	The percentage retention on the amounts is 10% (ten percent). The “Limit of the retention money” is 5% (five percent) of the Contract Price.																										
7.8.1	The defects liability period is 12 (twelve) months.																										
8.6.1	Proof of insurance is to be submitted to the Employer’s Agent within 14 days after the Commencement date.																										
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is Nil.																										
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included to the insurance sum is R 500,000.00																										
8.6.1.3	The limit of indemnity for liability insurance is R15 million																										

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

Clause	Item and data
8.6.5	The insurances shall be effected with an insurance company registered in 14 days
8.6.6	14 days
10.5	Dispute resolution is to be by means of adjudication
10.7	Disputes are to be referred for final settlement to arbitration

C1.2: CONTRACT DATA CONTRACTOR

C1.2: CONTRACT DATA CONTRACTOR

Clause	Item and data										
1.1.1.9	The name of the Contractor is										
1.2.1.2	<p>The address of the Contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>.....</p>										
6.2.1	<p>The security to be provided by the Contractor shall be one of the following (See Clause 6.10.3 of Contract Data)</p> <table border="1"> <thead> <tr> <th>Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>(1) Cash deposit of 15% of the Contract Sum</td><td></td></tr> <tr> <td>(2) Performance guarantee (note A) of 15% of the Contract Sum</td><td></td></tr> <tr> <td>(4) Cash deposit of 5% of the contract sum plus retention of 10% of the value of the Works</td><td></td></tr> <tr> <td>(5) Performance guarantee (Note A) of 10% of the contract sum plus a retention of 5% of the value of the works.</td><td></td></tr> </tbody> </table> <p>Note A: The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.</p>	Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages	Contractor's choice. Indicate "Yes" or "No"	(1) Cash deposit of 15% of the Contract Sum		(2) Performance guarantee (note A) of 15% of the Contract Sum		(4) Cash deposit of 5% of the contract sum plus retention of 10% of the value of the Works		(5) Performance guarantee (Note A) of 10% of the contract sum plus a retention of 5% of the value of the works.	
Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages	Contractor's choice. Indicate "Yes" or "No"										
(1) Cash deposit of 15% of the Contract Sum											
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(5) Performance guarantee (Note A) of 10% of the contract sum plus a retention of 5% of the value of the works.											

Tenderer's signature Date.....

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

C1.3: FORM OF OFFER AND ACCEPTANCE

C1.3: FORM OF OFFER AND ACCEPTANCE

Project title:	ZONE 1A ASP2 – EARTHWORK PLATFORMS
Contract No:	ASP2/PLATFORMS/03/19/Z1A

A. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **ZONE 1A ASP2 – EARTHWORK PLATFORMS**

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>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

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:			

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

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, Sunnyridge 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.

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

C1.4 FORM OF GUARANTEE

APPENDIX 3

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical Address:

“Employer” means:.....

“Contractor” means:

“Employer’s Agent” means:

“Works” means:.....

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

.....

“Expiry Date” means:.....

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

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

- 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, 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 issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract 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 first written demand 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) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

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

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

¹ The standard system of measurement of civil Engineering quantities published by the South African Institution of Civil Engineer's Agents.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

C2.2 PROVISIONAL BILLS OF QUANTITIES

(To Be Completed In Black Ink And Returned)

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

Part C2.2: Provisional Bills of Quantities

ELIDZ: Zone 1A ASP2
 CIVIL WORKS: BULK EARTHWORK PLATFORMS
 SUMMARY OF SECTIONS

ITEM	DESCRIPTION	AMOUNT
1	GENERAL ITEMS	R
2	SITE CLEARANCE	R
3	EARTHWORKS	R
SUB TOTAL 1		R
CONTINGENCIES 20% OF SUB TOTAL 1		R
SUB TOTAL 2		R
ADD 15% VAT		R
PROJECT TOTAL		R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

ELIDZ: Zone 1A ASP2
CIVIL WORKS: BULK EARTHWORK PLATFORMS
BILL OF QUANTITIES

ITEM	PAY REFERS	DESCRIPTION	UNIT	TOTAL QTY	RATE	AMOUNT
1	SANS 1200 A, PSA, PSAB, PB	<u>SECTION 1 : GENERAL</u>				
	8.3	<u>FIXED-CHARGE ITEMS AND VALUE RELATED</u>				
1.1	8.3.1	Contractual Requirements	Sum	1		R
1.2	PB	Contractor's Engineer Requirements	Sum	1		R
	8.3.2	<u>Establish Facilities on the Site:</u>				
1.3	PSAB 3.2	Facilities for the Engineer: Offices and buildings	Sum	1		R
1.4		Engineers' equipment	Sum	1		R
1.5	8.3.2.2	<u>Facilities for Contractor:</u>				
1.5.1		Office, storage, workshops, laboratories	Sum	1		R
1.5.2		Living Accommodation & toilet facilities and ablutions	Sum	1		R
1.5.3		Water Electricity & Communication	Sum	1		R
1.5.4		Tools & small equipment	Sum	1		R
1.5.5		Dealing with Water	Sum	1		R
1.5.6		Access	Sum	1		R
1.5.7		<u>Construction Equipment</u>				
1.5.7.1		Excavators	Sum	1		R
1.5.7.2		Trucks	Sum	1		R
1.5.7.3		Loaders, graders, compaction equipment	Sum	1		R
1.5.7.4		Bull dozers	Sum	1		R
1.5.7.5		General transport and all other items	Sum	1		R
1.5.7.6		Compliance with Environmental Management Act	Sum	1		R
1.6	8.3.3	Other fixed-charge obligations	Sum	1		R
1.7	8.3.4	Remove Contractor's Site Establishment on completion	Sum	1		R
1.8	PA	The cost of Health & Safety measures in terms of the Construction Regulations (2003) of the Occupational Health & Safety Act	Sum	1		R
CARRIED FORWARD TO NEXT PAGE						R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

ELIDZ: Zone 1A ASP2
CIVIL WORKS: BULK EARTHWORK PLATFORMS
BILL OF QUANTITIES

ITEM	PAY REFERS	DESCRIPTION	UNIT	TOTAL QTY	RATE	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						R
	8.4	<u>TIME-RELATED ITEMS</u>				
1.9	8.4.1	Contractual requirements	Sum	1		R
1.10	PB	Contractor's Engineer Requirements	Sum	1		R
	8.4.2	<u>Operate and maintain facilities on the Site:</u>				
1.11	8.4.2.1 PSAB 3.2	Operate and maintain facilities on site for Engineer; offices and buildings	Sum	1		R
1.12	8.4.2.1	Engineer's equipment	Sum	1		R
1.13	8.4.2.2	<u>Facilities for Contractor for duration of construction, except where otherwise stated:</u>				
1.13.1		Office, storage, workshops, laboratories	Sum	1		R
1.13.2		Living Accommodation & toilet facilities and ablutions	Sum	1		R
1.13.3		Water Electricity & Communication	Sum	1		R
1.13.4		Tools & small equipment	Sum	1		R
1.13.5		Dealing with Water on site and at pipe crossing of rivers and streams.	Sum	1		R
1.13.6		Access	Sum	1		R
1.13.7		Plant	Sum	1		R
1.14	8.4.3	Supervision for duration of the Contract	Sum	1		R
1.15	8.4.4	Company and Head Office over-head costs	Sum	1		R
1.16	8.4.5	Other time-related obligations	Sum	1		R
1.17	PA	Maintenance of Health & Safety Plan, including Risk Analysis, Safe Working Procedures and working methods.	Sum	1		R
1.18	PD	Environmental Costs Additional information for this section is provided in the environmental management plan specification which is provided as an annexure to this contract/tender. Copies of any permits or approvals are also include in an annexure to this tender/ contract.				
CARRIED FORWARD TO NEXT PAGE						R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

ELIDZ: Zone 1A ASP2
CIVIL WORKS: BULK EARTHWORK PLATFORMS
BILL OF QUANTITIES

ITEM	PAY REFERS	DESCRIPTION	UNIT	TOTAL QTY	RATE	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						R
1.18.1		Site Requirements Compliance with the statutory requirements	Sum	1		R
1.18.2		Compliance with emp specification	Sum	1		R
1.18.3		Setting out of work areas	Sum	1		R
1.18.4		Provision of work plans	Sum	1		R
1.18.5		Provision of method statements (general items)	Sum	1		R
1.18.6		Provision of special method statements requested after initial submission	Each			R
1.18.7		Provision of environmental control officer on site (including provision for Environmental Approved Person (EAP))	Per Month	3		R
1.18.8		Provision for monitoring and reporting (EMP)	Sum	1		R
		<u>PROVISIONAL SUMS</u> Provisional sums are listed in the schedule				
	8.7	<u>DAYWORKS</u>				
1.19		Labour	Prov Sum	1	30 000.00	R 30 000.00
1.20		Percentage adjustment to Labour above	%			R
1.21		Materials	Prov Sum	1	60 000.00	R 60 000.00
1.22		% adjustment to Materials above	%			R
1.23		Construction machines	Prov Sum	1	100 000.00	R 100 000.00
1.24		Percentage adjustment to Plant above	%			R
1.25		Allow for additional testing and inspections on site, as required by the Engineer.	PC	1	30 000.00	R 30 000.00
1.26		Percentage adjustment to Inspections and testing in item 1.25	%			R
	8.8	<u>TEMPORARY WORKS</u>				
1.27	8.8.1, PS 4.10	Main Access Road to works within the ELIDZ i.e. internal streets that will be used by the contractor are to be maintained and kept in good order.	Sum	1		R
1.28	8.8.2	Dealing with Traffic or accommodation of traffic	Sum	1		R
1.29	8.8.3, PS 4.10	Protection of stormwater structures along the ELIDZ internal streets until Construction in Vicinity is Complete.	Sum	1		R
TOTAL OF SCHEDULE 1 CARRIED FORWARD TO SUMMARY						R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

ELIDZ: Zone 1A ASP2
CIVIL WORKS: BULK EARTHWORK PLATFORMS
BILL OF QUANTITIES

ITEM	PAY REFERS	DESCRIPTION	UNIT	TOTAL QTY	RATE	AMOUNT
2	SANS 1200C	<u>SECTION 2 : SITE CLEARENCE</u>				
2.1		CLEARING AND GRUBBING				
2.1.1	8.2.1	Clear and grub the entire foot print of the site	ha	5		R
2.1.2	8.2.3	Remove and grub all trees and tree stumps regardless of girth	ha	5		R
TOTAL OF SCHEDULE 2 CARRIED FORWARD TO SUMMARY						R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

ELIDZ: Zone 1A ASP2
CIVIL WORKS: BULK EARTHWORK PLATFORMS
BILL OF QUANTITIES

ITEM	PAY REFERS	DESCRIPTION	UNIT	TOTAL QTY	RATE	AMOUNT
3	SABS 1200D	<u>SECTION 3 : EARTHWORKS</u>				
3.1		<u>Site Preparation</u>				
3.1.1	8.3.1.2	a) Removal of topsoil to a nominal depth of 500mm. stockpiling and maintaining on designated site located by the contractor.	m³	23084		R
3.2		<u>Bulk Excavation</u>				
	8.3.2	a) Bulk excavation in all materials and use for embankment or dispose				
3.2.1		i) Cut to fill embankments and Compact to 93 % Mod. AASHTO density	m³	17038		R
3.2.2		ii) Cut to Spoil and dispose at designated spoil site located by the contractor.	m³	2556		R
		<u>b) Extra-over items 3.2.1 and 3.2.2 for excavating and breaking down material in</u>				
3.2.3		i) Intermediate Material	m³	5111		R
3.2.4		ii) Hard Rock Material	m³	2556		R
3.2.5		iii) Boulder Excavation. Class A	m³	100		R
3.2.6		iv) Boulder Excavation. Class B	m³	100		R
3.3		<u>Importing of Materials</u>				
	8.3.4	a) Importation of materials from Commercial Sources				
3.3.1		Importation of G7 type/quality material for use in embankment, Placed and compacted to 93% Mod AASHTO density	m³	77506		R
3.4		<u>Existing Services</u>				
	8.3.8.1	<u>Location.</u>				
		c) Excavate by hand in soft material to expose existing service as directed by the Engineer	m³	50		R
		<u>Dealing with services that are at risk because of construction of earthworks</u>				
		b) Permanent protection of Sewer and Stormwater mains through the midblock area of the site.	sum	1		R
3.7		<u>Miscellaneous</u>				
3.7.1		Earth berms cut to fill and compacted to 93% Mod AASHTO density 0.6m³/meter run	m	400		R
3.7.3		Trial Excavations to explore nature of materials 0.6m x 1.0m x 2.0m deep	No	20		R
TOTAL OF SCHEDULE 3 CARRIED FORWARD TO SUMMARY						R

Tenderer_____Witness1_____Witness2_____Employer_____Witness1_____Witness2_____

C2.3 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

C2.3 DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	ZONE 1A ASP2 – EARTHWORK PLATFORMS
Tender no:	ASP2/PLATFORMS/03/19/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
5.		R
6.		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 Representative	Signature	Date

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

C2.4: GUARANTOR PROFORMA LETTER OF INTENT

C2.4: GUARANTOR PROFORMA LETTER OF INTENT

ZONE 1A ASP2 – EARTHWORK PLATFORMS

TENDER No. ASP2/PLATFORMS/03/19/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,

ELIDZ: ZONE 1A ASP2 – EARTHWORK PLATFORMS
TENDER: ASP2/PLATFORMS/03/19/Z1A

I/we the undersigned undertake to provide an unaltered 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: Provision of ASP2 Platforms

Yours faithfully,

.....
Guarantor