



Tender

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CONTRACT NO: ES/DATA/02/20/Z1A

**CONSTRUCTION OF A DATA CENTRE FACILITY IN
ZONE 1A OF THE ELIDZ**

ENVELOPE B: FINANCIAL PROPOSAL

East London IDZ SOC Ltd
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Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 CONTRACT DATA

PARTICULAR CONDITIONS PART A – CONTRACT DATA

General Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017.

The Conditions of Contract comprise the “General Conditions or General Conditions of Contract or GCC”, which form part of the “Conditions of Contract for EPC/Turnkey Projects “ Second Edition 2017 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.”

Sub-Clause	Data to be given	Data
1.1.17.....	where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:.....	7,5%
1.1.24.....	Defects Notification Period (DNP):	1 calendar year
1.1.30.....	The Employer’s Representative:	_____ _____ _____
1.1.76.....	Time for Completion: Section 1 Section 2 Section 3	100 days 140 days 160 days
1.3 (a)(ii) ...	agreed methods of electronic transmission:	e-mail
1.3(d)	address of Employer for communications:	G Whittaker Cell: 082 463 2299 Email: gary@elidz.co.za
1.3(d)	address of Employer’s Representative for communications:	L Fourie Cell: 082 576 6828 Email: louis@newground.co.za
1.3(d)	address of Contractor for communications:	(TBP)
1.4.....	Contract shall be governed by the law of:	South Africa
1.4.....	ruling language:.....	English
1.4.....	language for communications:.....	English
1.8.....	number of additional paper copies of Contractor’s Documents.....	Two
1.14.....	total liability of the Contractor to the Employer under or in connection with the Contract	Contract Price as stated in the Contract Agreement
1.16	special non-working days are	Statutory holidays and the recognised

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

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ -
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Sub-Clause	Data to be given	Data
		SAFSEC annual construction holiday period
2.1.....	After the Contract comes into full force and effect, the Contractor shall be given right of access to all or part of the Site within.....	14 days from the Commencement Date
2.4.....	Employer's financial arrangements.....	DTI Funding
4.2.....	Performance Security – Pro-forma annexed (as percentages of the Contract Price as stated in the Contract Agreement in Currencies): percent..... currency	10% South African Rand (ZAR)
4.4(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price):	N/A
4.4(b)	parts of the Works for which subcontracting is not permitted	N/A
4.4.....	(i) Subcontractors for which the Contractor shall give Notice before appointment..... (ii) Subcontractors for which the Contractor shall give Notice before commencement of work..... (iii) Subcontractors for which the Contractor shall give Notice before commencement of work on Site	_____ _____ _____ _____ _____ _____
4.19.....	period of payment for temporary utilities.....	Included in next Statement and interim payment
4.20.....	number of additional paper copies of progress reports.....	One
6.5.....	normal working hours on the Site	7h00 to 18h00 Mondays to Fridays
8.3.....	programming software..... number of additional paper copies of programmes	Microsoft Projects One
8.8.....	Delay Damages payable for each day of delay..... Section 1 Section 2 Section 3	0.1% of the Percentage of the Contract Price as stated in the Contract Agreement for each Section
8.8.....	maximum amount of Delay Damages.....	10% of the Contract Price as stated in the Contract Agreement

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

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ -
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Sub-Clause	Data to be given	Data
13.4(b)(ii) ..	percentage rate to be applied to Provisional Sums for overhead charges and profit.....	7.5%
14.2.....	total amount of Advance Payment (as a percentage of the final Contract Price)	N/A?
14.2.....	currency or currencies of Advance Payment	N/A?
14.2.3.....	percentage deductions for the repayment of the Advance Payment	N/A?
14.3.....	period of payment	N/A?
14.3(b)	number of additional paper copies of Statements.	One
14.3(iii)	percentage of retention	10%
14.3(iii)	limit of Retention Money (as a percentage of Contract Price as stated in the Contract Agreement)	5%
14.5(b)(i) ...	Plant and Materials for payment when shipped	N/A
14.5(c)(i) ...	Plant and Materials for payment when delivered to the Site.....	N/A
14.6.2.....	minimum amount of interim payment.....	N/A
14.7(b)(i) ...	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [<i>Interim Payment</i>].....	30 days
14.7(b)(ii) ..	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [<i>Final Payment</i>].....	30 days
14.7(c)	period for the Employer to make final payment to the Contractor	56 days
14.8.....	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	3%
14.11.1(b) .	number of additional paper copies of draft Final Statement.....	One
14.15.....	currencies for payment of Contract Price.....	South African Rand (ZAR)
14.15(a)(i) .	proportions or amounts of Local and Foreign Currencies are: Local	100%
	Foreign.....	
14.15(c).....	Currencies and proportions for payment of Delay Damages.....	South African Rand (ZAR)
14.15(g)	rates of exchange.....	As per Contract

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

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ -
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Sub-Clause	Data to be given	Data
	- proposed by Contractor.....	1. _____ 2. _____ 3. _____
21.2.....	Appointing entity (official) for DAAB members	SA Association of Arbitrators

Definition of Sections (if any):

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.66)	Value: Percentage* of Contract Price (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.76)	Delay Damages (Sub-Clause 8.8)
Section 1 - Area 1 as described in the Scope of Works	Will be determined before the Commencement Date: ____%	100 days 2020/05/22 – 2020/10/14	0.1% of the Percentage of the Contract Price as stated in the Contract Agreement for each Section
Section 2 - Area 2 as described in the Scope of Works	Will be determined before the Commencement Date: ____%	140 days 2020/05/22 – 2020/12/09	0.1% of the Percentage of the Contract Price as stated in the Contract Agreement for each Section
Section 3 – Balance of Works as described in the Scope of Works	Will be determined before the Commencement Date: ____%	160 days 2020/05/22 – 2021/02/01	0.1% of the Percentage of the Contract Price as stated in the Contract Agreement for each Section

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

PARTICULAR CONDITIONS PART B – SPECIAL PROVISIONS

General Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017.

The Conditions of Contract comprise the “General Conditions or General Conditions of Contract or GCC”, which form part of the “Conditions of Contract for EPC/Turnkey Projects “ Second Edition 2017 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.”

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer

The provisions to be found in the Special Provisions (Particular Conditions – Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions – Part A) take precedence over the Special Provisions (Particular Conditions – Part B).”

In this regard, the Standard Conditions of Contract is amended by the numbered clauses set out below, as follows:

- i. where the Standard Conditions of Contract contains no provision with the corresponding clause number in this Special Provisions, the clause set out in this Special Provisions is added and inserted into the Contract; and
- ii. where the Standard Conditions of Contract contains a provision with the corresponding clause number set out in this Special Provisions, the whole provision in the Standard Conditions of Contract is deleted and replaced with the corresponding Special Provision; and
- iii. where the Standard Conditions of Contract contains a provision with the corresponding clause number set out in this Special Provisions, but the Special Condition specifically refers to a specific paragraph within the provision, then only the specific paragraph of the provision in the Standard Conditions of Contract is deleted and replaced with the corresponding Special Provision and the remainder of the provision in the Standard Conditions of Contract will remain unamended or unchanged.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract shall remain unchanged.

Clause 1 General Provisions

Sub-Clause 1.1 Definitions

1.1.4 **"Commencement Date"** means the date that the Contract comes into effect in terms of the Form of Offer and Acceptance. Where the Contract refers to the date “of both Parties have signed the Contract Agreement” it will have a similar meaning than the Commencement Date.

1.1.48 **“Notice”** means a written communication identified as a Notice and issued in accordance with Sub-Clause 1.3 [*Notices and Other Communications*]. Each Notice shall be issued under separate cover exclusively dealing with the matter under consideration and the title of the Notice clearly reference the Project, the provision(s) under the Contract and the specific matter.

Sub-Clause 1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the priority shall be such as may be accorded by the governing law. The Employer’s Representative has authority to issue any instruction which he/she considers necessary to resolve an ambiguity or discrepancy.

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

Sub-Clause 1.6 Contract Agreement

The Contract Agreement means the document that formalises the legal process of offer and acceptance and gives rise to the Contract. The Contract shall come into full force and effect on the by signing the Acceptance part and returning one fully completed original copy of the Contract Agreement.

Sub-Clause 1.16 Non Variation

This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

Sub-Clause 1.17 Time Calculations

Except where otherwise provided by the Contract, where a specific time-span is stipulated in the Contract for carrying out any task or for the termination of any right or the duration of any event or circumstance, the special non-working days set out in the Contract Data that fall within the said time-span, shall be excluded from the calculation of the time-span concerned.

Clause 8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of the Works

The Contractor shall commence the execution of the Works on, or as soon as is reasonably practicable after, the Commencement Date and shall then proceed with the Works with due expedition and without delay.

Sub-Clause 8.3 Programme

The Contractor shall submit an initial programme for the execution of the Works to the Employer within 14 days of the Commencement Date. This programme shall be prepared using programming software stated in the Contract Data (if not stated, the programming software acceptable to the Employer).

(first paragraph is amended)

Clause 14 Contract Price and Payment

Sub-Clause 14.9 Release of Retention Money

After the issue of the Taking-Over Certificate for:

- a) the Works, the Contractor shall include the first half of the Retention Money in a Statement; or
- b) a Section, the Contractor shall include the relevant percentage of the first half of the Retention Money in a Statement.

After the latest of the expiry dates of the Defects Notification Periods,

the Contractor shall include the second half of the Retention Money in a Statement promptly after the issuing of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [*Clearance of Site*].

In the next interim payment after the Employer receives any such Statement, the Employer shall release the corresponding amount of Retention Money.

However, when considering the amount to be due for release of Retention Money under Sub-Clause 14.6 [*Interim Payment*], if any work remains to be executed under Clause 11 [*Defects after Taking Over*] or Clause 12 [*Tests after Completion*], the Employer shall be entitled to withhold the estimated cost of this work until it has been executed.

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

C1.2 FORM OF GUARANTEE

EXAMPLE FORM OF PERFORMANCE SECURITY - DEMAND GUARANTEE

Guarantee No.: _____ [insert guarantee reference number]

The Guarantor: _____ [insert name and address of place of issue, unless indicated in the letterhead]

Name of Contract/Contract No.: _____ [insert reference number or other information identifying the contract between the Applicant and the Beneficiary on which the guarantee is based]

The Beneficiary (the "Employer"): _____ [insert name and address of the Beneficiary]

We have been informed that _____ [insert name and address of the Contractor] (hereinafter called the "Applicant") is your Contractor under such Contract, which requires him/her to obtain a Performance Security.

At the request of the Applicant, we _____ [insert name of Guarantor] hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ [insert in figures and words the maximum amount payable and the currency in which it is payable] (the "Guaranteed Amount") upon receipt by us of your demand in writing and your written statement indicating in what respect the Applicant is in breach of its obligations under the Contract.

Following receipt by us of an authenticated copy of the Taking-Over Certificate for the whole of the Works under Clause 10 of the Conditions of Contract, the Guaranteed Amount shall be reduced by 5 (five) % and we shall promptly notify you that we have received such certificate and have reduced the Guaranteed Amount accordingly.

Following receipt by us of an authenticated copy of a statement issued by you that, pursuant to Sub-Clause 4.2.1 of the Conditions of Contract, variations or adjustments under Clause 13 of the Conditions of Contract have resulted in an accumulative increase or decrease of the Contract Price by more than twenty percent (20%) of the Contract Price stated in the Contract Agreement, and that therefore the Guaranteed Amount should be adjusted by the percentage specified in the statement equal to the accumulative increase or decrease, respectively, we shall promptly inform you that we have received such statement and have adjusted the Guaranteed Amount accordingly. In the case of a request for a decrease of the amount of the Performance Security, the above statement shall be accompanied by your written consent to such decrease.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at the following office [insert address of office] on or before _____ (insert the date 70 days after the expected expiry of the Defects Notification Period for the Works) (the "Expiry Date"), when this guarantee shall expire.

The party liable for the payment of any charges: [insert the name of the party].

This guarantee shall be governed by the laws of South Africa.

SIGNED by: _____ SIGNED by: _____

(signature) _____ (signature) _____

Date: _____

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

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

- 1 The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no.38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- 2 The agreement is based on the “General Conditions or General Conditions of Contract or GCC”, which form part of the “Conditions of Contract for EPC/Turnkey Projects “ Second Edition 2017 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). The additions, deletions and alterations to the Conditions of Contract for EPC/Turnkey Projects as well as the contract specific variables are as stated in the Contract Data.
- 3 It will be assumed that prices included in the schedule of rates 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 sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the lump sum document must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.
- 7 The **contract sum** must include allowance for all relevant professional consultancy services costs.
- 8 The **Contract Price** stated in the Contract Agreement is **fixed**, the Tenderers are to note that the Contract Price stated in Contract Agreement is deemed to have included amounts to cover the contingency of other rises and falls in costs.
- 9 The contractor shall in his Contract Price stated in the Contract Agreement allow for any costs necessary for the requirement of mandatory **subcontracting of SMMEs** for a minimum of **30%** of their contract value (Including VAT). The Principal Contractor shall on fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide and assist each SMMEs in all aspects of management, execution and completion of his/her subcontract. This shall typically include the on-site productivity planning and management of Materials, Cost, Contract, Health and Safety, Quality and Facilitation of Handover Documents.
- 10 It is imperative to note that no living quarters for construction workers on site will be permitted for the full duration of the contract.

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

C2.2 SCHEDULE OF RATES AND SUMMARY PAGES

Instruction:

The tenderers must complete the attached schedule of rates which will be used for managing variations and assessment of valuations.

The tenderers are further requested to submit trade and final summaries of their lump sum offer in order to illustrate how they arrived at their tendered amount.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
<u>The following items are to be read and priced in conjunction with the detailed Architect and Engineers specifications as supplied with the tender document. The bidders are to insert and price any other items that are deemed necessary for inclusion in this schedule of rates document.</u>					
Line 1	<u>Preliminaries and General (As per Tendered Sum)</u>				
S1	Category : Fixed R.....	Item			
S2	Category : Value R.....	Item			
S3	Category : Time R.....	Item			
Line 2	<u>Earthworks</u>				
S1	Trench excavation n.e 2m deep	m ³			
S2	Hole excavation n.e 2m deep	m ³			
S3	Ruduced excavation under floors n.e 2m deep	m ³			
S4	Trench excavation exc 2m n.e 4m deep	m ³			
S5	Hole excavation exc 2m n.e 4m deep	m ³			
S6	Excavations for working space and backfilling n.e 0.5m deep	m ³			
S7	Excavations for working space and backfilling exc 1m n.e 2m deep	m ³			
S8	E.O excavation for soft rock	m ³			
S9	E.O excavation for hard rock	m ³			
S10	E.O excavtion for carting off-site	m ³			
S11	Risk of collapse to sides or holes and trenches n.e 1.5m deep	m ²			
S12	Risk of collapse to sides or holes and trenches exceeding 1.5m deep	m ²			
S13	Keeping excavations free of water	Item			
S14	Earthfilling from stockpiles 93% Mod AASHTO density	m ³			
S15	G7 Earthfilling - 95% Mod AASHTO density	m ³			
S16	G5 Earthfilling - 95% Mod AASHTO density	m ³			
S17	- 98% Mod AASHTO density	m ³			
S18	Coarse river sand filling supplied by the contractor	m ³			
S19	Compaction of ground surface - 93% Mod AASHTO density	m ²			
S20	Modified AASHTO Density test	No.			
S21	Soil insecticide - under floors	m ²			
S22	- to bottom and sides of trenches/holes	m ²			
Line 3	<u>Concrete, Formwork & Reinforcement</u>				
S1	Unreinforced 15MPa/19mm concrete - surface bliding	m ³			
S2	Reinforced 25MPa/19mm concrete - strip footing	m ³			
S3	- bases	m ³			
S4	- surface beds in panels	m ³			
S5	- isolated beams	m ³			
S6	- Stairs and ramps	m ³			
S7	Reinforced 30MPa/19mm concrete - strip footing	m ³			
S8	- bases	m ³			
S9	- surface beds in panels	m ³			
S10	- isolated beams	m ³			
S11	- Stairs and ramps	m ³			
S12	Reinforced 35MPa/19mm concrete - strip footing	m ³			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S13	- bases	m ³			
S14	- surface beds in panels	m ³			
S15	- isolated beams	m ³			
S16	- Stairs and ramps	m ³			
S17	150 x 150 x 150mm Concrete strength test cube	No.			
S18	FM3 finish top surfaces of concrete	m ²			
S19	HACCP certified Polyurethane self- levelling screed 4mm thick	m ²			
S20	Rough formwork to sides - bases	m ²			
S21	- Rectangular stub columns in foundations	m ²			
S22	Edges, risers, ends and reveals n.e 300mm high or wide	m ²			
S23	Smooth formwork to sides - Walls	m ²			
S24	- Steps	m ²			
S25	2 Layers of 3 ply malthoid slip joints n.e 300mm wide	m			
S26	10mm Horizontal Expansion Joints including n.e 300mm wide	m			
S27	100mm Rebated joints 10mm wide and 200mm high through slab	m			
S28	8 x 40mm Saw-cut joints in top of concrete	m			
S29	Joggle construction joints through concrete n.e 300mm wide	m			
S30	M.S 8mm Diameter bars	t			
S31	Ditto, but 10mm	t			
S32	Ditto, but 12mm	t			
S33	H.T.S 8mm Diameter bars	t			
S34	Ditto, but 10mm	t			
S35	Ditto, but 12mm	t			
S36	Ditto, but 16mm	t			
S37	Ditto, but 20mm	t			
S38	Ditto, but 25mm	t			
S39	Ditto, but 32mm	t			
S40	Mesh Ref 193 fabric reinforcement	m ²			
S41	Mesh Ref 245 fabric reinforcement	m ²			
S42	Mesh Ref 395 fabric reinforcement	m ²			
Line 4 Walling and Plastering					
S1	110 mm Stock brick wall	m ²			
S2	220 mm Stock brick wall	m ²			
S3	280 mm Stock brick wall with cavity	m ²			
S4	110 mm Face brick wall - face one side only	m ²			
S5	220 mm Face brick wall - face one side only	m ²			
S6	280 mm Face brick wall with cavity - face one side only	m ²			
S7	110 mm Lintel build into wall	m ²			
S8	Internal plastering on walls	m ²			
S9	External plastering on walls	m ²			
S10	Bagging on walls	m ²			
S11	Gyproc 3100mm high GypWall Classic Ultrasteel Stud Drywall	m ²			
S12	Drywall acoustic partition - as per C05 Drtywall - Sound Insulated	m ²			
Line 5 Waterproofing					
S1	375 micron DPC	m ²			
S2	250 micron green polyethylene waterproof	m ²			
S3	Two coats bitumen emulsion waterproof coating	m ²			
S4	A10 Bidim Geotextile fabric	m ²			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S5	Megaflow MEG 315 170 x 40mm Drain system	m ²			
S6	Sika AR-20 surface water bar n.e 300mm wide	m			
S7	Sikadur 42ZA epoxy sealant 10 x 10mm	m			
S8	Two-part grey polysulphide sealing in joints 10 x 10mm	m			
S9	Polyurethane sealing compound in expansion joints 10 x 10mm	m			
Line 6	Roofing and Rain Water Goods				
S1	0,9mm Thick ' Hulamin 3004 Aluminium ZIP-TEK 420' covering - (Metallic Silver)	m ²			
S2	Ditto, but soffit cladding	m ²			
S3	Gable flashing 462mm girth	m ²			
S4	Apex flashings 720mm girth	m ²			
S5	Gutter flashing 462mm girth	m ²			
S6	Headwall flashing 500mm girth	m ²			
S7	Narrow flute serrated closer including polybutton	m ²			
S8	Broad flute serrated closer including polybutton	m ²			
S9	0,9mm Thick ' Hulamin 3004 Aluminium ZIP-TEK 420' covering - (Azure Blue)	m ²			
S10	Gable flashing 462mm girth	m			
S11	Apex flashings 720mm girth	m			
S12	Gutter flashing 462mm girth	m			
S13	Headwall flashing 500mm girth	m			
S14	Narrow flute serrated closer including polybutton	m			
S15	Broad flute serrated closer including polybutton	m			
S16	0,8mm Thick 'Hulamin Aluminium BR7' - side cladding (Metallic Silver)	m ²			
S17	Closure piece 110mm girth	m			
S18	Ditto, but 450mm girth	m			
S19	Drip flashing 231mm girth	m			
S20	Corner flashing 300mm girth	m			
S21	Corner/jamb flashing 462mm girth	m			
S22	Cap flashing 770mm girth	m			
S23	0,8mm Thick 'Hulamin Aluminium BR7' - side cladding (Azure Blue)	m ²			
S24	Closure piece 110mm girth	m			
S25	Ditto, but 450mm girth	m			
S26	Drip flashing 231mm girth	m			
S27	Corner flashing 300mm girth	m			
S28	Corner/jamb flashing 462mm girth	m			
S29	Cap flashing 770mm girth	m			
S30	1.2mm Thick Modek "Heat Stop Grey" Polycarbonate side cladding	m ²			
S31	Isover Factorylite' 75mm Insulation sheeting over purlins	m ²			
S32	100mm Gridnic insulated panels	m ²			
S33	50mm Gridnic insulated panels	m ²			
S34	150x150x0.9mm Watertite aluminium OGEE gutters	m			
S35	100x75x0.9mm Aluminium down pipes	m			
S36	100mm "Fulbore" side outlet including joint to pipe	m			
S37	5000l vertical water tank	No.			
S38	Sisalation FR405 under roof sheeting	m ²			
Line 7	Doors/Frames				
S1	Single Meranti door frames	No.			
S2	Double Meranti door frame	No.			
S3	Single press steel door frame - (110mm walls)	No.			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S4	Double press steel door frame	No.			
S5	Single solid flush door	No.			
S6	Single solid Meranti flush back door	No.			
S7	Class B fire door and frame	No.			
S8	WC locks	Pair			
S9	Steel hinges 100mm	No.			
S10	Stainless steel hinges 100mm	No.			
S11	2 Lever lock set	No.			
S12	Brass type lock set	No.			
S13	110 mm Brass barrel bolts	No.			
S14	Extra key	No.			
S15	Press metal tip up overheads garage door and frame	No.			
S16	Roller shutter sectional door and frame 2500 x 2500mm high	No.			
S17	Brass cabin hooks (including timber backing piece)	No.			
S18	Door Closers	No.			
S19	Purpose made 2400x900mm powder coated aluminium doors	No.			
S20	Purpose made powder coated fully louvered aluminium doors	No.			
Line 8	<u>Floor finishes and preparations</u>				
S1	Bergvik 600 x 600 ESD Iso Floor raised access flooring	m ²			
S2	Nexus 500 x 500 x 8mm thick heavy commercial grade BERBER POINT 920 carpet tiles	m ²			
S3	Belgotex Aviator 500 x 500 x 8mm thick carpet tiles	m ²			
S4	Heavy Commercial grade Belgotex Berberpoint 920 carpet tiles	m ²			
S5	Mat-Lok 18mm Reversible floor mat - 1800 x 2400mm	No.			
S6	Polyflor 2mm thick SD Collection ESD vinyl floor sheeting colour Lodestone (Colour code: 5830)	m ²			
S7	Epoxy polyurethane floor finish - SikaDur 52ZA, Sikafloor 161/156ZA primer, Sikafloor 261/264 scraper coat, Sika Primer 3N, Sikaflex Pro 3WF seal	m ²			
S8	Epoxy coating to floors - SIKAFLOOR 161/156ZA primer, SIKAFLOOR 220W conductive coat, Sikafloor 262AS N and Sikafloor 230 ESD top coat.	m ²			
S9	2mm Marley Supaflex vinyl sheet in "base range" colours	m ²			
S10	2mm FloorworX SD directional static dissipative vinyl sheeting	m ²			
S11	Vinyl skirting 70 mm	No.			
S12	19mm x 69mm Meranti skirting	m			
S13	19mm Meranti quadrant	m			
S14	70 x 1.6mm Natural anodised aluminium skirting	m			
S15	Vinyl skirting 70 mm	m			
S16	30mm Screeds	m ²			
S17	40mm Screeds	m ²			
S18	30mm Granolithic	m ²			
S19	40mm Granolithic	m ²			
Line 9	<u>TILING and preparations</u>				
S1	600 x 600 x 10.5mm Porcelain tiles (PHA662409M)	m ²			
S2	200 x 200 x 5mm Matt White Wall tiles	m ²			
S3	300 x 300 x 8.3mm Porcelain tiles – JOHNSON KERASTAR RANGE	m ²			
S4	Tile skirting 100mm high	No.			
S5	Ceramic glazed and non slip floor tiles	m ²			
S6	M-Trim 12mm high straight edge trim (Code: SSE120)	m			
S7	M-Trim 12mm high square edge trim (Code: SQE120)	m			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S8	M-Trim traight edge trim code SSE	m			
S9	M-Trim 3 x 40mm brass flat bar, Code: BFB 300	m			
S10	125 x 45 x 2mm Natural anodised aluminium bent to form external sill profile	m			
Line 10	<u>Painting and preparations Plascon</u>				
S1	2 coats to ceilings Acrylic PVA	m ²			
S2	Velvagio	m ²			
S3	2 coats to walls "Wall n All" in light tint colour	m ²			
S4	Velvagio	m ²			
S5	2 coats varnish on wood work	m ²			
S6	2 coats gloss on steelwork/woodwork	m ²			
S7	2 coats Plascon Velvagio on woodwork	m ²			
S8	1 under coat on all surfaces	m ²			
S9	2 coats waterproofing on all surfaces	m ²			
Line 10	<u>Ceilings</u>				
S1	100mm Isophen FM Global Polyphen	m ²			
S2	OWA ACOUSTIC 600 x 600 x 15mm Finetta mineral wool ceiling tiles	m ²			
S3	Capco Ceiltex 600 x 600mm Suspended vinyl clad gypsum ceiling tiles	m ²			
S4	Gyproc GypCeil 12,5mm HiSpec flush plastered ceilings	m ²			
S5	White aluminium shadowline cornice plugged	m			
S6	Donn SM 25 or equal and approved shadowline cornice	m			
S7	100mm Isotherm insulation	m ²			
Line 11	<u>Plumbing and Drainage</u>				
S1	Vaal "Afsan" (VAA-750600WH) - WC Pan with accessories	No.			
S2	Vaal Sanitaryware Orchid (Code: 439016) WC Pan - Disabled with concealed cistern and accessories	No.			
S3	Vaal vitreous china 510 x 405mm "HIBISCUS" WHB with accessories	No.			
S4	Duravit Vero 60cm Wall Mounted WHB colour white (code 045460)	No.			
S5	Franke 1,2mm Grade 304 18/10 stainless steel model CH slop hopper	No.			
S6	Urinal	No.			
S7	Franke Quinline QLX621-120 1200 x 500mm double bowl inset sink	No.			
S8	Kwikot Gumbo Series Product ID: 2078 Washtrough	No.			
S9	Stainless steel kitchen sink	No.			
S10	Cobra Watertech 111-15 pillar taps	No.			
S11	Cobra Classic - Star: 206EXT-15 Bib tap	No.			
S12	White PVC bottle trap	No.			
S13	Cobra Watertech 15mm ball type angle valve (Code: 832-10)	No.			
S14	Cobra Watertech 'Junior' Flushmaster COB-FJ2.000	No.			
S15	Cobra Watertech Karoo single lever sink mixer (Code: KO-970),	No.			
S16	Cobra watertech Karoo (KO-951) single lever basin mixer	No.			
S17	Cobra unslotted waste (Code 308)	No.			
S18	Cobra slotted waste (Code 303)	No.			
S19	Geberit remote flush actuation type 01(article no. 116.045.11.1)	No.			
S20	Cobra Watertech 15mm ball type angle valve (Code: 832-10)	No.			
S21	Chairman Industries - "Railman grabrails" (code DL3)	No.			
S22	Chairman Industries - "Railman grabrails" (code SR2)	No.			
S23	Franke Stratos STRX 672 1,5mm thick toilet roll holders (code: 359716)	No.			
S24	Franke Stratos STRX 618 1,5mm thick soap dispensers (product code: 359705)	No.			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S25	Kimberly-Clark® Professional Disposer Plus wall mounted waste bin (code: SA426135)	No.			
S26	Kimberly-Clark® Professional Roll Control hand towel dispenser (code: SA093370),	No.			
S27	110mm PVC Pipe	m			
S28	50mm PVC Pipe	m			
S29	40mm PVC Pipe	m			
S30	110mm PVC P-trap	No.			
S31	15mm Class 2 copper pipe,	m			
S32	Ditto, but 22mm	m			
S33	Ditto, but 35mm	m			
S34	Ditto, but 54mm	m			
S35	Ditto, but 63mm	m			
S36	Green Drain series GD104 inline floor drain	No.			
S37	Kwikot 150 Litre Slimline 600 Dual electric water heater (Code: ESG-150)	No.			
S38	200 litre Approved 20 tube solar geyser	No.			
S39	4,5kg DCP fire extinguisher	No.			
S40	5kg CO2 fire extinguisher	No.			
S41	30m 'Everyway' hose reel	No.			
S42	Fire Hydrant	No.			
S43	Booster connection	No.			
S44	110mm uPVC Class 34 pipes in trenches	m			
S45	160mm uPVC Class 34 pipes in trenches	m			
S46	355mm uPVC Class 34 pipes in trenches	m			
S47	450mm Class 100D pipes	m			
S48	750mm Class 100D pipes	m			
S49	900mm Class 100D pipes	m			
S50	Megaflow MEG 315 315 x 40mm Drain system	m			
S51	Extra over for Y-junction	No.			
S52	100mm Polypropylene pipes	m			
S53	Extra over for Y-junction	No.			
S54	110mm PVC geopipe with concrete stone and U2 Bidim and Kaytech A2	m			
Line 12	<u>Glazing</u>				
S1	Mirror 600 x 450mm high	No.			
S2	Mirror 500 x 1000mm high	No.			
S3	4mm float glass	No.			
Line 13	<u>Structural Steel Work</u>				
S1	150 x 75 x 20 x 2,5 mm Cold formed lipped channel	t			
S2	Welded lattice girder beams	t			
S3	254 x 254 x 73kg/m H section column	t			
S4	305 x 165 x 41kg/m I section column	t			
S5	457 x 191 x 67kg/m I section column	t			
S6	230 x 90mm Parallel flange channel section door support member.	t			
S7	Welded lattice roof trusses	t			
S8	50 x 50 x 3mm Angle iron sag rods	t			
S9	80 x 80 x 6mm Angle iron bracing	t			
S10	90 x 90 x 6mm Angle iron bracing	t			
S11	165 x 4mm Circular hollow section bracing	t			
S12	219 x 4,9mm Circular hollow section bracing	t			
S13	50 x 50 x 5mm Angle iron door support member	t			
S14	60 x 60 x 4mm Angle iron trimmer	t			
S15	219 x 4,9mm Circular hollow section strut between columns	t			

ELIDZ - PROPOSED NEW DATA CENTRE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
S16	IPE 120 Vertical girt support	t			
S17	Plates, angles, cleats, brackets, connections, bolts (grade 8.8)	t			
S18	M24 x 720mm Long holding down bolt (grade 8.8 threaded bar)	t			
Line 14	External Works				
S1	Grassing including preparation, topsoil, fertilizer and 500x500x50mm thick Kikuyu Grass sods	m ²			
S2	Maintenance of grassed and ground covered areas	Item			
S3	Hoarding 2400mm high	m			
S4	Bosun concrete Medium Urban paver 60mm thick with 25mm sand	m ²			
S5	Bosun concrete Medium Urban paver 80mm thick with 25mm sand	m ²			
S6	Corobrik® (KwaZulu Natal) Corolock S-A concrete paver 80mm thick with 25mm sand	m ²			
S7	1800mm high Clearview fence	m			
S8	2400mm high Clearview fence	m			
S9	2400mm high Clearview fence electrified	m			
S10	Pedestrian gate	No.			
S11	Vehicular sliding gate	No.			
S12	Turnstyles	No.			
S13	Fig. 2B concrete kerb	m			
S14	Fig. 3 concrete kerb	m			
Line 15	Transport				
S1	Sedan	P/km			
S2	LDV	P/km			
S3	Truck (6T - 20T Truck)	P/km			
Line 16	Labour/ALL Trades				
S1	Artisan / normal rate	P/h			
S2	Labour/ normal rate	P/h			
S3	Artisan / after hour and p/ holiday rate	P/h			
S4	Labour / after hour and p/ holiday rate	P/h			
S5	Night out allowances (excluding accommodation rate)	P/Night			

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
Line 17	Any other items deemed necessary by the Bidder				

**C2.3 SCHEDULE FOR IMPORTED MATERIALS AND
EQUIPMENT**

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

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

Project title:	EXTENSIONS TO SUNDALE DAIRYIN ZONE 1A OF THE ELIDZ
Tender no:	ES/DATA/02/20/Z1A

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

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

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the ELIDZ 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:	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">NAME OF TENDERER</p>
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">SIGNATURE: TENDERER</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">SIGNATURE: WITNESS 1</p>
NAME:	NAME:
CAPACITY:	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">SIGNATURE: WITNESS 2</p>
DATE:	NAME:

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

**C2.4: GUARANTOR PROFORMA LETTER OF
INTENT**

C2.4: Guarantor Proforma Letter of Intent

EXTENSIONS TO SUNDALE DAIRYIN ZONE 1A OF THE ELIDZ AT THE EAST LONDON IDZ

TENDER No. ES/DATA/02/20/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: EXTENSIONS TO SUNDALE DAIRYIN ZONE 1A OF THE ELIDZ - TENDER No. ES/DATA/02/20/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: EXTENSIONS TO SUNDALE DAIRYIN ZONE 1A OF
THE ELIDZ.

Yours faithfully,

.....
Guarantor

C2.5: FORM OF OFFER AND ACCEPTANCE

C2.5: Form of Offer and Acceptance

Project title:	EXTENSIONS TO SUNDALE DAIRYIN ZONE 1A OF THE ELIDZ
Contract No:	ES/DATA/02/20/Z1A

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following Works:

.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance (hereinafter the "Contract Agreement"), 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 the Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE LUMP SUM CONTRACT PRICE 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:	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.
Mr/Mrs/Ms:	
In his/her capacity as:	

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

GUARANTEE OFFERED:

The Tenderer offers to provide security as indicated below:

i	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 Part C2.4. 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):

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:

1. Agreement and contract data
2. Pricing data
3. Scope of work
4. Site information

and drawings and documents or parts thereof, including inter alia Employer's Requirements and Schedules, which may be incorporated by reference into Part 1 to 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 Contract Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule of Deviations, which must be duly signed by the authorised representative(s) of both parties.

Notwithstanding anything contained herein, this Contract comes into effect on the date when the Tenderer receives one fully completed original copy of this Contract Agreement, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Contract Agreement, this Contract Agreement shall constitute a binding Contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

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

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject:
Detail:

2. Subject:
Detail:

By the duly authorised representatives signing this Schedule of Deviations, 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 fully completed original copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Contract Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Contract Agreement, including the Schedule of Deviations (if any) today:

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

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

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

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

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

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

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

2. Definitions

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

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

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

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

(Tick applicable box)

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

C2.7: DECLARATION FOR 30% SMME SUB- CONTRACTING AND TARGETED PERCENTAGE PER CIDB GROUP

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

C2.7: Declaration for 30% SMME Subcontracting and Targeted Percentage per CIDB Group

C2.7 DECLARATION FOR 30% SMME SUB-CONTRACTING AND TARGETED PERCENTAGE PER CIDB GROUP

TARGETED PERCENTAGES PER CIDB GROUP

CIDB Grading irrespective of trade	Max CIDB Value Range	Minimum Targeted Percentage Allocation Appportioned to the 30%	Percentage Goal Tendered	Estimated Rand Value (R) Including VAT
Grade 1-2	R 1 000 000	1%		
Grade 3	R 3 000 000	1%		
Grade 4	R 6 000 000	3%		
Grade 5	R 10 000 000	5%		
Grade 6	R 20 000 000	6%		
Grade 7	R 60 000 000	14%		
Total % SMME Goal Tendered ⁽¹⁾		30%		

Note (1): *Bidders that do not meet minimum SMME 30% subcontracting requirements will be deemed to be non-responsive and shall be disqualified.

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

CONTRACTOR DECLARATION WITH REGARDS TO 30% SMME SUB-CONTRACTING:

I / We tender the following SMME participation targets of:

Tender Amount Including VAT	
SMME Value Including VAT	
Percentage of SMME to Tender Amount ⁽¹⁾	

Note (1): **Bidders that do not meet minimum SMME 30% subcontracting requirements will be deemed to be non-responsive and shall be disqualified.*

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

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