KNYSNA
MUNICIPALITY

QUOTATION NO. RFQ 61/2015/16

Refurbishment and Inspection of Submersible Pumps at Charlesford Water Pumpstation

Aurecon SA (Pty) Ltd
P O Box 509
GEORGE
6530
Tel : 044-874 2165
Fax: 044-873 5843
Email: george@aurecongroup.com
Web : www.aurecongroup.com
Krysna Municipality is inviting quotations from suitable service providers for the services described below. Category – Contractors CIDB

(For publication on the Krysna Municipality website & notice boards)

The following conditions will apply:

<table>
<thead>
<tr>
<th>ADVERTISEMENT DATE:</th>
<th>3 September 2015</th>
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<tbody>
<tr>
<td>RFQ NUMBER:</td>
<td>61/2015/16</td>
</tr>
<tr>
<td>DESCRIPTION OF GOODS/SERVICES:</td>
<td>Refurbishment and Inspection of Submersible Pumps at Charlesford Water Pumpstation</td>
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<tr>
<td>RFQ DOCUMENTS ARE OBTAINABLE FROM:</td>
<td>Supply Chain Management Section Clyde Street Krysna or Krysna Municipality website: <a href="http://www.krysna.gov.za">www.krysna.gov.za</a> (Council adverts &gt;Quotations)</td>
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<tr>
<td>CLOSING DATE:</td>
<td>Friday, 18 September 2015</td>
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<td>TIME:</td>
<td>12:00</td>
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<tr>
<td>SUBMISSIONS:</td>
<td>Sealed quotations clearly marked, “RFQ 61/2015/16: Refurbishment of Submersible Pumps at Charlesford Water Pumpstation” By hand to: Supply Chain Management Section Krysna Municipality Clyde Street Krysna By fax to: 086 650 1415 By email to: <a href="mailto:procurement@krysna.gov.za">procurement@krysna.gov.za</a></td>
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<tr>
<td>COMPULSORY REQUIREMENTS:</td>
<td>Compulsory site inspection Tuesday, 8 September 2015 @10:00 on site. Only contractors with a CIDB grading of 1ME or higher will be eligible to submit a tender.</td>
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<tr>
<td>TECHNICAL ENQUIRIES:</td>
<td>Contact Person: Aurecon Consultants (Mr P Erasmus) Email: <a href="mailto:george@aurecongroup.com">george@aurecongroup.com</a> Tel: 044 874 2165</td>
</tr>
</tbody>
</table>

- Price(s) quoted must be valid for at least thirty (30) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT when applicable.
- Attached KMBD6.1 must be completed to qualify for B-BBEE Status Level of Contribution.
- Tax Clearance Certificate or Sufficient Evidence that Tax matters are raised with SARS must be attached.
- An original or certified copy of B-BBEE Certificate must be attached to qualify for points.
- Price must include all related expenses, i.e. transport, accommodation etc.
- Attached KMBD 4 document must be completed.
- Status of Municipal accounts must be submitted
- Bidders must insist on an Official order.
- Only an Official order and appointment letter will bind the Council

MUNICIPAL MANAGER
GS EASTON

The Krysna Municipality is implementing an online purchasing management system. This system allows vendors to register online, receive automated alerts via e-mail and will eventually allow vendors to submit bids electronically. All opportunities >R30 000 (RFQ’s and Tenders) are processed through our online system. To register go to www.krysna.gov.za – Council adverts – Supply Chain Management – SCM e-mail list – complete info and click on submit form.
Enquiries may be directed to: nmlisang@krysna.gov.za
Contact Details of Tenderer

The name of the Tenderer is

________________________________________________________________________

The name of the contact person is

________________________________________________________________________

The address of the Tenderer is:

Telephone: __________________________________________

Facsimile: __________________________________________

E-mail: __________________________________________

Address (physical): __________________________________

________________________________________________________________________

________________________________________________________________________

Address (postal): __________________________________

________________________________________________________________________
QUOTATION DATA

The Employer's agent and contact details are given in the Quotation Notice and Invitation to Quote.

The Employer's address for delivery of quotation offers and identification details to be shown on such tender offer package are:

Location of quotation box : Tender box, Office of the Municipal Manager
Knysna Municipality

Physical address : Clyde Street, Knysna

Identification details : No RFQ 61/2015/16 : Refurbishment and Inspection of
Submersible Pumps at Charlesford Water Pumpstation

The quotation offer validity period is 30 days.

Include in the quotation submission, or provide the Employer with any certificates as stated in the List of Returnable Documents.

The time and location for opening of the quotation offers are:

Time : 12:00 on Friday, 18 September 2015
Location : Municipal Offices, Clyde Street, Knysna
LIST OF RETURNABLE DOCUMENTS

Returnable Schedules required for quotation evaluation purposes:

Schedule : Evidence of Experience of Tender
Schedule : Proposed Local Subcontractors
Schedule : Plant available for use on the Works
Schedule : Details of Offered Training
Schedule : Alterations by Quotation Supplier

Preferencing Schedule: HDI Equity

Compulsory Enterprise Questionnaire

OHS Mandatory Form

Tax clearance certificate or application for tax clearance certificate

Offer

Addendum to Offer

Form of Acceptance

Acceptance

Schedule of Deviations

Form of Guarantee

Quotation Data
Part 1 : Data provided by Employer
Appendix to Part 1 : Data provided by Employer
Part 2 : Data provided by Quotation Supplier

Project Specification

Schedule of Quantities
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R200 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

<table>
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<tr>
<th>POINTS</th>
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</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax,pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;
2.13 "person" includes a juristic person;

2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.16 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.17 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

\[
P_S = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

\begin{align*}
Ps & = \text{Points scored for comparative price of bid under consideration} \\
Pt & = \text{Comparative price of bid under consideration} \\
P_{\text{min}} & = \text{Comparative price of lowest acceptable bid}
\end{align*}
5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
<td>12</td>
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<td>6</td>
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<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution... = ........ (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm ........................................................................................................................................

8.2 VAT registration number ......................................................................................................................................

8.3 Company registration number ............................................................................................................................

8.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole proprietor
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

......................................................................................................................................................................................

......................................................................................................................................................................................

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business? .................................................................
8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have—

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ........................................

........................................
SIGNATURE(S) OF BIDDER(S)

2. ........................................

DATE:........................................

ADDRESS:........................................
KMBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: ............................................

3.2 Identity Number: ........................................................................................................

3.3 Position occupied in the Company (director, trustee, shareholder): .......................  

3.4 Company Registration Number: ................................................................................

3.5 Tax Reference Number: ..............................................................................................

3.6 VAT Registration Number: ...........................................................................................

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? ......................................................... YES / NO

3.8.1 If yes, furnish particulars. ......................................................................................

*MSCM Regulations: “in the service of the state” means to be –

(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature.
Shareholder means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ......... YES / NO

3.9.1 If yes, furnish particulars.

-----------------------------------------------------------------------------------------------

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .................... YES / NO

3.10.1 If yes, furnish particulars.

-----------------------------------------------------------------------------------------------

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  YES / NO

3.11.1 If yes, furnish particulars

-----------------------------------------------------------------------------------------------

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?  YES / NO

3.12.1 If yes, furnish particulars.

-----------------------------------------------------------------------------------------------

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?  YES / NO

3.13.1 If yes, furnish particulars.

-----------------------------------------------------------------------------------------------

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.  YES / NO

3.14.1 If yes, furnish particulars:

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<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
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</table>

.................................................. ..................................................
Signature                                           Date

.................................................. ..................................................
Capacity                                               Name of Bidder
KNYSNA MUNICIPALITY
QUOTATION NO RFQ 61/2015/16
KNYSNA WASTEWATER TREATMENT WORKS
REFURBISHMENT AND INSPECTION OF SUBMERSIBLE PUMPS AT
CHARLESFORD WATER PUMPSTATION

PROJECT SPECIFICATION

PS1 GENERAL DESCRIPTION OF THE WORKS

The raw water pump units at the Charlesford Water Pumpstation consists of Grundfos SP 215-4 Submersible pumps. Due to normal wear and tear the capacity of the three raw water pumps at the Pumpstation has diminished considerably. The Knysna Municipality has now decided to refurbish one of the existing pumps by replacing of the pump (wet end) with a new one. The worn out pump (wet end) will have to be dissembled and a report on the amount of wear will be required from the Contractor.

The performance of all three pumps has been established and based on these results it seems that the No. 2 pump has the most wear and should be refurbished and its wet end should be inspected and reported on.

PS2 SCOPE OF THE CONTRACT

This contract is for:

- Pulling up of No. 2 submersible pump at Charlesford Water Pumpstation.
- Supply and fit of new wet end to the No. 2 submersible pump motor.
- Re-installing of refurbished No. 2 pump unit.
- Commissioning and testing of No. 2 pump unit.
- Dissembling of removed No. 2 pump (wet end) determining of wear and provision of report with repair cost indicated.

PS3 SITE OF THE WORKS

Charlesford Water Pumpstation is located next to the Knysna River approximately 5,6 km from the N2 National road. The site is accessible by roads and tracks.
PS4 Site Facilities Available

An area will be made available on the site for the Contractor's use. The Contractor shall however be responsible for the safety and security of his personnel, tools, plant and materials. The Contractor shall make his own arrangements for ablution and telephone facilities for his and his staffs' use.

PS5 Programme

The work as described above shall be completed as soon as possible.

PS6 Works Specification

PS6-1 Lighting

If the natural light is inadequate for the type of work to be undertaken, the Contractor shall, at his own expense, provide adequate lighting.

PS6-2 Dealing with water

The Contractor shall take all precautions to keep storm water away. He shall, at his own cost, deal with water inclusive of seepage and groundwater, such that construction is not hampered and shall supply and operate all necessary plant.

PS 6-3 Access to works

The Contractor shall construct and maintain as necessary all access to site. At completion of the Works, all temporary access ways shall be removed and the ground reinstated as far as possible, to the approval of the Engineer.

PS7 Payment

The rates tendered shall cover the cost of the works described in the item of the Schedule of Quantities and shall cover all work, services etc required to complete the work as described and specified.

Interim payments shall be subject to 10% retention. The retention will be reduced to 5% after completion. The final 5% shall be paid to the Contractor twelve months after commissioning.
QUOTATION DATA
QUOTATION NO RFQ 61/2015/16

PART 1 : DATA PROVIDED BY THE EMPLOYER

Quotation specific data

The Specific Conditions of Quotation are as numbered and set out below.

1. DEFINITIONS

(a) "Certificate of Completion" means the certificate issued by the Engineer signifying that the whole, or portion of the Works has been sufficiently completed for the Defects Liability Period for the whole, or portion, of the Works to commence, although some minor work may be outstanding.

(b) "Certificate of Practical Completion" means the certificate issued by the Engineer signifying that the whole, or portion of the Works has reached the stage of readiness for occupation or use for the purpose intended, although some minor work may be outstanding.

(c) "Commencement Date" means the date of delivery of the Contractor of a written notice from the Employer informing him of the acceptance of his offer.

(d) "Schedule of Documents" means the document so designated in and forming part of the Quotation Documents.

2. COMPLIANCE WITH APPLICABLE LAWS

"The Quotation Supplier shall, within the time stated Part 1 of the Quotation Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 4(2) and 5(1) of the Construction Regulations, 2003, of the Occupational Health and Safety Act.

The Quotation Supplier shall, within the time stated in the Quotation Data, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act (see Pro Forma : OHS Mandatory Form bound in the Quotation Documents).

3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The Quotation Specific Data, specifications (other than Standardized Specifications), Bill of Quantities and drawings are the copyright of Ninham Shand (Pty) Ltd.

4. COMPETENT EMPLOYEES

The Quotation Supplier shall employ, for the purposes of the Works, only such persons as are careful, competent and efficient in their several trades and callings.
5. QUALITY OF MATERIALS AND WORKMANSHP

Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.

6. VESTING OF MATERIALS

The Quotation Supplier shall, where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property.

7. INSURANCES

The minimum amount of insurance required in terms of this Sub-Clause, as stated in Part 1 of the Quotation Data, shall be per event, the number of events being unlimited.

The policies and proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in Part 1 of the Quotation Data.

8. CLAIMS ARISING

In the event of any claim arising under the policies held in terms of this Clause, the Quotation Supplier 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 Engineer copies of all claims and associated documents. The claim submitted by the Quotation Supplier shall cover the cost of repairing and making good as required.

9. PROOF OF WCA PAYMENT

With regard to the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993), the Quotation Supplier shall deliver to the Employer a letter, either

(a) from his Insurance Company certifying that the Quotation Supplier has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

(b) from the Compensation Commissioner certifying that the Quotation Supplier has complied with the requirements of the above mentioned Act and is at present in good standing with the Compensation Fund.
10. EXTENSION OF TIME FOR COMPLETION

Should the Quotation Supplier 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 Quotation Supplier may wish to invoke. The records shall be submitted weekly to the Engineer's Representative, together with a statement recording the Quotation Supplier's opinion of the effect on his programme of any weather condition that he may consider to be abnormal.

11. ADDITIONAL CLAUSES

PRO FORMA – Form of Offer

The Form of Offer to be used shall be the Form of Offer bound in this document.

PRO FORMA – Form of Acceptance

See Form of Acceptance as bound in this document.

PRO FORMA – Deed of Guarantee

The Deed of Guarantee shall be in the form bound in this document.
PART 1: Appendix to Part 1 – Data provided by the Employer

1. The Employer is the Municipality of Knysna

2. The Employer's address for receipt of communications is:
   Telephone: 044-302 6300
   Facsimile: 044-302 6333
   Address: 3 Church Street
            KNYSNA, 6570

3. The Engineer is any Director in the firm of Aurecon SA (Pty) Ltd or one of its subsidiaries, or any person duly authorized by such a Director.

4. The Engineer's address for receipt of communications is:
   Telephone: 044-874 2165
   Facsimile: 044-873 5843
   Email: george@aurecongroup.com
   Address: P O Box 509
            GEORGE, 6530

5. The time for completing the Works is as stated in Part 2.

6. The governing law is the law of the Republic of South Africa.

7. The special non-working days are public holidays, Saturdays and Sundays.

8. The year-end break commences on 16 December and ends on 2 January.

9. The OHS plan shall be delivered within 7 days after the Commencement Date.

10. The OHS Mandatory Form shall be delivered within 7 days after the Commencement Date.

11. The Form of Guarantee is to be delivered to the Engineer within 7 days after the Commencement Date.
12. The Form of Guarantee shall be in an amount of 10% of the Tender Sum.

13. The Works are to be commenced within 7 days after Commencement Date. Quotation Supplier to enter relevant information and data if applicable.

14. The Programme shall be delivered to the Engineer within 7 days after the Commencement Date.

15. The limit of the liability insurance required is R5 000 000.

16. The insurance policies and proof of due payment shall be produced to the Engineer within 21 days after the Commencement Date.

17. The penalty for delay is R500-00 per day.

18. No price adjustment shall apply as all quoted prices shall be fixed.

19. The percentage retention is 10%.

20. The limit of retention money is 10% of the Quoted Price.


22. The Defects Liability Period is 12 calendar months.

23. Disputes are to be referred for final settlement to arbitration.
QUOTATION NO RFQ 61/2015/16

PART 2: Data provided by the Quotation Supplier

1. The Quotation Supplier is ..........................

2. The Quotation Supplier's address for receipt of communications is:
   Telephone : .............................................
   Facsimile : .............................................
   Email : .............................................
   Address : .............................................

3. The time for completing the Works is ............... days.

4. The rates for special materials, exclusive of Value Added Tax, are:
   ........................................................
   ........................................................
   ........................................................
QUOTATION FOR THE REFURBISHMENT AND INSPECTION OF SUBMERSIBLE PUMPS
AT CHARLESFORD WATER PUMPSTATION

QUOTATION NO RFQ 61/2015/16

SCHEDULE OF QUANTITIES

PREAMBLE

1. Project Specifications are to be read in conjunction with the Schedule of Quantities.

2. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive value of the work described under the several items, including all costs and expenses which may be required in and for the completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the quote is to be based.

3. The quoting contractor must also provide in his quoted prices for anything not specially mentioned but obviously required to enable the works to function correctly as specified.

4. A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. Items against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

5. The quoting contractor must price each item in the Schedule of Quantities in BLACK INK.
SUMMARY

QUOTATION NO RFQ 61/2015/16

SECTION 1: PRELIMINARY AND GENERAL

SECTION 2: REFURBISHMENT AND INSPECTION

TOTAL OF PRICED ITEMS

ADD: 10 % CONTINGENCIES TO BE SPENT AS DIRECTED BY THE ENGINEER AND TO BE DEDUCTED IN WHOLE OR IN PART IF NOT REQUIRED

NET TOTAL OF QUOTE

ADD: 14 % FOR VALUE ADDED TAX

GROSS TOTAL OF QUOTE
(carried forward to Quotation Form)

DATE: .............................................................

SIGNATURE OF QUOTING CONTRACTOR
<table>
<thead>
<tr>
<th>Item No</th>
<th>Payment clause</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>REFURBISHMENT AND INSPECTION OF PUMPSTATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Section 1: Preliminary &amp; General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.1</td>
<td>Insurances</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td></td>
<td>Insurance of the works</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td></td>
<td>Third Party insurance</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3</td>
<td></td>
<td>Insurance of plant and materials</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.2</td>
<td>Site establishment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td></td>
<td>Site office and stores</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td></td>
<td>Ablution facilities</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3</td>
<td></td>
<td>Transport and accommodation of labour</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section 1: Sub-Total carried forward to Summary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Section 2: Refurbishment and Inspection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td></td>
<td>Pulling up of pump unit</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.2</td>
<td></td>
<td>Supply and fit new wet end</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3</td>
<td></td>
<td>Re-installing refurbished pump unit</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.4</td>
<td></td>
<td>Commissioning and testing of pump unit</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.5</td>
<td></td>
<td>Disassembling of removed wet end, determining of wear and provision of report with repair cost indicated</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section 2: Sub-Total carried forward to Summary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULES
SCHEDULE : EVIDENCE OF EXPERIENCE OF TENDER

The following is a statement of major works successfully executed by myself/ourselves

<table>
<thead>
<tr>
<th>Employer</th>
<th>Nature of Work</th>
<th>Value of Work</th>
<th>Year Completed</th>
</tr>
</thead>
</table>

Date: ..................  
Signed on behalf of the  
Quotation Supplier: ...........................................
SCHEDULE: PROPOSED LOCAL SUBCONTRACTORS

In order to complete the Works under this Quote, I/we propose to employ the following subcontractors to carry out the portion/type of work as detailed.

(Note: all proposed subcontractors for electrical and other works must be listed).

<table>
<thead>
<tr>
<th>Subcontractor: Name, address and telephone no</th>
<th>Portion/type of work to be undertaken</th>
<th>Estimated value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ........................................

Signed on behalf of the
Quotation Supplier: ........................................
SCHEDULE : PLANT AVAILABLE FOR USE ON WORKS

The following are lists of major items of constructional plant and equipment that I/we

(a) have available immediately for this Quotation, and
(b) will acquire or hire for this Quotation if my/our quote is accepted.

I/We further undertake that if my/our quote is accepted, such constructional plant and equipment will be on the Site and available for use on the Works

(a) Major constructional plant and equipment available for this Contract.
   (To be given in detail).

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
</table>

(b)/…….
(b) Major constructional plant and equipment that will be acquired or hired for this Contract if my/our quotation is accepted.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
</table>

Date: ..........................  
Signed on behalf of the  
Quotation Supplier: ..........................

SCHEDULE : DETAILS OF OFFERED TRAINING

The Quotation Supplier shall provide details of the training he intends to offer.

Date: ........................
Signed on behalf of the
Quotation Supplier: ..........................
ALTERATIONS BY QUOTATION SUPPLIER

Should the Quotation Supplier desire to make any departures from or modifications to the Quotation Specific Data, Specifications, Bill of Quantities or Drawings, or to qualify his quotation in any way, he must set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his quotation and referred to hereunder, failing which the quotation will be deemed to be unqualified.

If no departure or modifications are desired, the schedule hereunder is marked "NIL", and signed by the Quotation Supplier.

<table>
<thead>
<tr>
<th>Clause or Item</th>
<th>Proposed Alterations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: .............  
Signature on behalf of the Quotation Supplier: .................................................................
KNYSNA MUNICIPALITY

QUOTATION NO RFQ 61/2015/16

PREFERENTIAL PROCUREMENT FORMS

(TO BE COMPLETED BY ALL PROSPECTIVE QUOTATION SUPPLIERS)
**RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
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<td>5</td>
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<td>7</td>
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<td>8</td>
<td></td>
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<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed: ..................................................  Date: ............................................

Name: ..................................................  Position: ..........................................

SIGNED ON BEHALF OF TENDERER: ....................................................................................
CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form.

An example is given below:

"By resolution of the Board of Directors at a meeting held on .................. 20....,

Mr/Ms ........................................................................................................

has been duly authorized to sign all documents in connection with

Tender No. .......................on behalf of (Block capitals)...........................

..............................................................................................................

..............................................................................................................

..............................................................................................................

..............................................................................................................


SIGNED ON BEHALF OF THE COMPANY: ............................................................

IN HIS/HER CAPACITY AS : .................................................................

DATE : ......................................................................................................

SIGNATURE OF SIGNATORY : ...................................................................
PRO FORMA

OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATARIES)

OCCUPATIONAL HEALTH AND SAFETY ACT
NO. 85 OF 1993

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Subcontractor for Work."

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No.85 of 1993, hereinafter referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and

ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and

iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and

iv. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at ........................................ on the ........ day of ........... 20........

WITNESS:

.......................................................... ..........................................................

WITNESS: for and on behalf of Contractor

.......................................................... ..........................................................

for and on behalf of Knysna Municipality
FORM OF OFFER AND ACCEPTANCE
REFURBISHMENT AND INSPECTION OF SUBMERSIBLE PUMPS AT CHARLESFORD WATER PUMPSTATION

QUOTATION NO RFQ 61/2015/16

OFFER

The Employer, identified in the acceptance signature block / the Quotation Data Part 1, has solicited offers to enter into a contract for the procurement of:

QUOTATION NO RFQ 61/2015/16 AT CHARLESFORD WATER PUMPSTATION

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

By the representative of the Quotation Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Quotation Supplier 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 quotation identified in the quotation data....

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

........................................................................................................... Rand (in words),

R................................. (in figures) (or other suitable wording)

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 quotation supplier before the end of the period of validity stated in the quotation data, whereupon the quotation supplier becomes the party named as the contractor in the contract identified in the quotation data.

Signature(s) .......................................................... ............................................................

Name(s) .......................................................... ............................................................

Capacity .......................................................... ............................................................

For the Quotation Supplier .......................................................... ............................................................

.......................................................... (name and address of organization)

Name and signature of Witness.......................................................... ............................................................

.......................................................... (name) ............................................................ (signature)

Date : ..........................................................
ADDITION TO OFFER

QUOTATION NO RFQ 61/2015/16 : REFURBISHMENT AND INSPECTION OF SUBMERSIBLE PUMPS AT CHARLESFORD WATER PUMPSTATION

TO : KNYSNA MUNICIPALITY

PROPOSED SURETY

Having examined the conditions of the quote, Specification, Drawings and Schedules of Quantities for the above mentioned works, and having reviewed my financial commitments, I have approached my proposed insurance company / Bank (listed below) for an Institutional Guarantee exactly in terms of the document provided in the quotation documents. I hereby declare that my proposed insurance company / bank is aware of my financial position and my commitments in terms of my quotation and are prepared to issue the Institutional Guarantee unconditionally within the period called for in the quotation documents and for the duration of the Contract.

Yours faithfully

DATE : .......................... SIGNATURE OF ............................................................

AUTHORIZED PERSON QUOTING

NAME OF PROPOSED ............................................................

INSURANCE COMPANY / BANK

DATE : .......................... SIGNATURE OF ............................................................

REPRESENTATIVE OF PROPOSED INSURANCE COMPANY / BANK
FORM OF ACCEPTANCE

The Form of Acceptance by the Employer will be in the form of a separate letter from the Employer in which the qualifications listed in the Alterations by Quotation Supplier will be either accepted or rejected.

If any of the Alterations by Quotation Supplier, are rejected by the Employer, the Quotation Supplier must either accept or reject, in writing, the rejection by the Employer of his qualification(s). Should the Quotation Supplier proceed with the execution of the Contract, it will be held to be acceptance of him by the rejection by the Employer of his qualification(s).

The Employer's Letter of Acceptance will form part of the Quotation documents and will be bound into the Agreement should an Agreement be prepared.
ACCEPTANCE
QUOTATION NO RFQ 61/2015/16

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

The terms of the Quotation are contained in:
Agreement and quotation data, which includes this agreement,
Pricing Data,
Scope of work, and
Site Information.

And drawings and documents or parts thereof, which may be incorporated by reference into
above mentioned items.

Deviations from and amendments to the documents listed in the quotation data and any
addenda thereto, as listed in the quotation schedules, as well as any changes to the terms of the
offer agreed by the quotation supplier 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 quotation supplier 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 quotation 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 quotation. Failure to fulfill any of these obligations in accordance with those
terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when
the quotation supplier receives one fully completed original copy of this document, including the
schedule of deviations (if any). Unless the quotation supplier within five working days of the date
of such receipt 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.

Signature(s) ...........................................................................................................

Name(s) ..............................................................................................................

Capacity .............................................................................................................

For the
Employer ............................................................................................................

..............................................................................................................................

(name and address of organization)

Name and
signature of
Witness ...............................................................................................................

(name) (signature)

Date: .................................................................................................................
SCHEDULE OF DEVIATIONS
QUOTATION NO RFQ 61/2015/16

1. Subject .........................................................................................................................
   Details ...........................................................................................................................

2. Subject .........................................................................................................................
   Details ...........................................................................................................................

3. Subject .........................................................................................................................
   Details ...........................................................................................................................

4. Subject .........................................................................................................................
   Details ...........................................................................................................................

By the duly authorised representatives signing this agreement, the employer and the
quotation supplier agree to and accept the foregoing schedule of deviations as the only
deviations from and amendments to the documents listed in the quotation data and addenda
thereto as listed in the quotation schedules, as well as any confirmation, clarification or
changes to the terms of the offer agreed by the quotation supplier 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 quotation documents and the receipt by the
quotation supplier of a completed signed copy of this Agreement, shall have any meaning or
effect in the contract between the parties arising from this Agreement.
PRO FORMA
FORM OF GUARANTEE
QUOTATION NO RFQ 61/2015/16
WHEREAS KNYSNA MUNICIPALITY
(hereinafter referred to as "the Employer") entered into a Contract with .................

(hereinafter called "the Contractor") for REFURBISHMENT AND INSPECTION OF
SUBMERSIBLE PUMPS AT CHARLESFORD WATER PUMPSTATION

AND WHEREAS it is provided by such Contract that the Contractor shall provide the
Employer with security by way of suretyship for the due and faithful fulfilment of such
Contract by the Contractor;

AND WHEREAS WE, ......................... (name of Insurance Company/Bank) ....
have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and
severally as Sureties and Co-principal Debtors to the Employer under renunciation
of the benefits of division and excussion for the due and faithful performance by the
Contractor of all the terms and conditions of the said Contract, subject to the
following conditions:

1. The Employer shall, without reference and/or notice to us, have complete
liberty of action to act in any manner authorized and/or contemplated by the
terms of the said Contract, and/or to agree to any modifications, variations,
alterations, directions or extensions of the Due Completion Date of the Works
under the said Contract, and that its rights under this guarantee shall in no way
be prejudiced nor our liability hereunder be affected by reason of any steps
which the Employer may take under such Contract, or of any modification,
variation, alterations of the Due Completion Date which the Employer may
make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any
securities held by it, and to give time to or compound or make any other
arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the
Certificate of Completion in terms of the Contract, unless we are advised in
writing by the Employer before the issue of the said Certificate of his intention
to institute claims, and the particulars thereof, in which event this guarantee
shall remain in full force and effect until all such claims have been paid or
liquidated.

4. Our total liability hereunder shall not exceed the sum of ........................................
............................................................................................................................ (R. ....................)

5. We hereby choose domicilium citandi et executandi for all purposes arising
hereof at ........................................................................................................

IN WITNESS WHEREOF this guarantee has been executed by us at ...................... on this .................... day of .................... 20 .......

As witnesses:

1. ........................................ Signature ........................................

   Duly authorized to sign on behalf of ........................................
   Address .................................................................

2. ........................................ Signature ........................................