<table>
<thead>
<tr>
<th>ADVERTISEMENT DATE:</th>
<th>02 September 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ NUMBER:</td>
<td>53/2019/20</td>
</tr>
<tr>
<td>DESCRIPTION OF GOODS/SERVICES:</td>
<td>KNYSNA WASTE WATER TREATMENT WORKS : SUPPLY AND INSTALLATION OF ONE AERATOR GEARBOX</td>
</tr>
<tr>
<td>RFQ DOCUMENTS ARE OBTAINABLE FROM:</td>
<td>Supply Chain Management Section Clyde Street Knysna or Knysna Municipality website: <a href="http://www.knysna.gov.za">www.knysna.gov.za</a> (Information centre&gt;SCM&gt;RFQ)</td>
</tr>
<tr>
<td>CLOSING DATE: TIME:</td>
<td>10 September 2019 12:00</td>
</tr>
<tr>
<td>SUBMISSIONS:</td>
<td>Sealed quotations clearly marked,”RFQ53/2019/2020”Supply and delivery can be submitted: By hand to: Supply Chain Management Section Knysna Municipality Clyde Street Knysna By fax to: 086 650 1415 By email to: <a href="mailto:sfourie@knysna.gov.za">sfourie@knysna.gov.za</a> Contact person: Sandra Fourie (Tel: 044 302 6328) Electronic bid documents must reach the Supply Chain Management Section before the closing time.</td>
</tr>
<tr>
<td>COMPULSORY REQUIREMENTS:</td>
<td></td>
</tr>
<tr>
<td>TECHNICAL ENQUIRIES:</td>
<td>Contact Persons: P. Erasmus Email: <a href="mailto:Adelle.Melville@aurecongroup.com">Adelle.Melville@aurecongroup.com</a> Tel: 044-874 1265</td>
</tr>
</tbody>
</table>

The following conditions will apply:

- Price(s) quoted must be firm and must be inclusive of VAT when applicable.
- Tax Clearance Certificate or Sufficient Evidence that Tax matters are raised with SARS must be attached.
- 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.
- Invoices must be submitted to jcordier@knysnagov.za and will be paid within 30 days of delivering the service.
- Only an Official order and appointment letter will bind the Council.

MUNICIPAL MANAGER

DR S VATALA
<table>
<thead>
<tr>
<th><strong>Contact Details of Tenderer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Knysna Municipality Supplier number</td>
</tr>
<tr>
<td>CSD Supplier number</td>
</tr>
<tr>
<td>CSD Unique Registration Reference Number</td>
</tr>
<tr>
<td>The name of the Tenderer:</td>
</tr>
<tr>
<td>The name of the contact person:</td>
</tr>
<tr>
<td>The address of the Tenderer:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Facsimile:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Address (physical):</td>
</tr>
<tr>
<td>Address (postal):</td>
</tr>
<tr>
<td>Signature:</td>
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<tr>
<td>Date:</td>
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</table>
RFQ's will be evaluated on the functionality criteria as set out below. Bidders that score less than 80 out of 100 points for total criteria or less than 70% per sub-category will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.

The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
<th>BIDDER SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>Company (or JV) Experience</td>
<td>40</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Site Staff &amp; Personnel allocated/reserved for this Tender</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>References Related to that Experience</td>
<td>30</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
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</table>

Functionality criteria are further divided as follows and points will be awarded as indicated below:
**Criterion 1: Company (or JV) Experience**

(a) A maximum of 40 points will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company’s and its legacy firms past experience, and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.

(b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar mechanical and electrical work for waste water treatment works.

<table>
<thead>
<tr>
<th>Experience required:</th>
<th>Maximum points</th>
<th>Bidder Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Successfully completed fill in Scope of Works in here with emphasis on work type and method</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum of 1 year experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>A minimum of 2 years’ experience</td>
<td>20</td>
<td></td>
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<tr>
<td>A minimum of 3 years’ experience</td>
<td>30</td>
<td></td>
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<tr>
<td>A minimum of 4 years’ experience</td>
<td>40</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
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</table>

(c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of: information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:

i. Information on how long the business have been in existence (operating as a going concern) supported by Company or Business registration documents.

ii. Points will only be awarded for relevant & completed mechanical and electrical work for waste water treatment works experience obtained relevant to the Rfq’s Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender’s Scope of Works Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Tenderers to provide enough experience to score the total points as prescribed.
iii. Projects submitted in list for experience shall have Completion Certificates attached.

iv. **IF INFORMATION IS NOT PROVIDED BELOW NO POINTS WILL BE AWARDED.**

<table>
<thead>
<tr>
<th>Employer/Client</th>
<th>Nature of work</th>
<th>Value of Work (incl. VAT)</th>
<th>Start and completion date (month and year)</th>
<th>Duration</th>
<th>Completion Certificate Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Completion Duration</td>
<td></td>
<td>YES</td>
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<td></td>
<td></td>
<td></td>
<td>Start Completion Duration</td>
<td></td>
<td>NO</td>
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<td>Start Completion Duration</td>
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<td></td>
<td></td>
<td>Start Completion Duration</td>
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</tbody>
</table>
Criterion 2: References related to Experience in the Supply and Installation of Screens, Aerators, Mixers and Pumps for Wastewater Treatment Facilities

Please note that this section refers to the Company’s and its legacy firms references related to the experience. It also takes into account that the references are related & relevant to the experience submitted.

Bidders should provide the name and contact details of at least three references. The references submitted must be in relation to the Experience gained on projects relevant to the Scope of Works. Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from listing multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the reference given are relevant to the Scope of Works and that the contact details submitted are correct and active.

- Reference Scoring: A maximum of 30 points will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, details of at least three contactable references from businesses to which the above mentioned Experience have been provided. The table below provides space for five references of which three will be contacted.
- These references must be current/most recent, relevant and related to the Experience submitted.
- It is the bidders’ responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide feedback.
- If the references are unable to validate, verify or provide information on the Experience listed, no points will be awarded for that particular reference.
- Points will be awarded by contacting 3 references who will answer 5 questions each. 2 points will be awarded for each answer which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.
- The references will be contacted via e-mail or telephonically. An e-mail, once it has been send, will be deemed as delivered if not returned as undelivered. If an e-mail is undelivered the alternative contact information will be used to follow up on the correct e-mail address.
- If no e-mail address is provided the fax number will be used. The fax, once it has been send, will be deemed as delivered. If the fax comes back as incorrect, the alternative contact information provided will be used to follow up on the correct fax number.
- The reference must respond within 48 hours per e-mail or fax or telephonically
- If no feedback is received from references, within the timeframe given, no points will be awarded.
- Late responses will not be accepted.
- DETAILS OF REFERENCES SHOULD BE LISTED BELOW. IF INFORMATION IS NOT PROVIDED BELOW NO POINTS WILL BE AWARDED.
<table>
<thead>
<tr>
<th>Reference Number</th>
<th>Applicable to which Experience?</th>
<th>Name of Reference or Company or Entity</th>
<th>Contact Person</th>
<th>Telephone and/or Cell phone number</th>
<th>Active E-mail address Or other contact details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>
The following are typical questions that could be asked from the references, please note that SCM reserves the right to ask more questions and request more proof to satisfy the evaluation process.
State here or list the Tender Scope of Works, provide ample description or method in order for the Reference to be able to score accordingly.

<table>
<thead>
<tr>
<th>Question to Reference</th>
<th>Reference’s Response</th>
</tr>
</thead>
</table>
| **1. SCOPE:**
   Have this Contractor successfully performed a similar Scope of Works for you in the past? | Yes  …………………….
   No  ……………………
   If No, please state why: 
   …………………………………………………
   …………………………………………………
   …………………………………………………
   ……………… |
| **2. TIME / PROGRAMME:**
   Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs? | Yes  …………………….
   No  ……………………
   If No, please state why: 
   …………………………………………………
   …………………………………………………
   …………………………………………………
   ……………… |
| **3. PRICE / BUDGET:**
   Was the work completed within the Contract Price / Amount /Budget. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval? | Yes  …………………….
   No  ……………………
   If No, please state why: 
   …………………………………………………
   …………………………………………………
   …………………………………………………
   ……………… |
| **4. OHS :**
   Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions | Yes  …………………….
   No  ……………………
   If No, please state why: 
   …………………………………………………
   …………………………………………………
   …………………………………………………
   ……………… |
| **5. OVERALL / VERDICT:**
   In general where you satisfied with the Contractor’s performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above? | Yes  …………………….
   No  ……………………
   If No, please state why: 
   …………………………………………………
   …………………………………………………
   …………………………………………………
   ……………… |
**Criterion 3: Key Staff & Personnel allocated / reserved for this Tender**

(a) A maximum of 30 points will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.

<table>
<thead>
<tr>
<th>Site Staff &amp; Personnel Required:</th>
<th>Max points</th>
<th>Name of Staff member</th>
<th>Bidder Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1) Contract Manager / Site Agent (min 16 hours / 2 days per week)</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Must be suitably skilled and have CV verifiable experience managing Mechanical/Electrical projects. Is overall responsible for the execution of the works and all associated project management</td>
<td></td>
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</tr>
<tr>
<td>• Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. manage Payment Certificates</td>
<td></td>
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<tr>
<td>• Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc.</td>
<td></td>
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</tr>
<tr>
<td><strong>2) General Foreman: Construction Manager &amp; Supervisor (min 40 hours / 5 days per week / full time on site)</strong></td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>• Must be suitably skilled and have CV verifiable experience as foreman on Mechanical/Electrical projects.</td>
<td></td>
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<tr>
<td>• Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery.</td>
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<tr>
<td>• Must be able to work with local labour.</td>
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<tr>
<td>• Must ensure the all Codes &amp; Standards specifications are met and carried out.</td>
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<tr>
<td>• Must be able to do setting-out &amp; levelling</td>
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</tr>
<tr>
<td><strong>3) Skilled Artisan / Electrical Specialist (min 40 hours / 5 days per week / full time on site)</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Must be suitably skilled and have CV verifiable experience working on Mechanical/Electrical projects.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Must be able to do setting-out &amp; levelling to obtain accurate and uniform finishes.</td>
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</tbody>
</table>
### Site Staff & Personnel Required:

<table>
<thead>
<tr>
<th>Name of Staff member</th>
<th>Bidder Score</th>
</tr>
</thead>
</table>

- Must be able to supervise the construction teams and instruct corrective action.

| TOTAL | 30 |

(b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project. CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of Execution he/she must be replaced with someone of equal of better value and experience and proof as per CV submitted.

FOR EACH OF THE KEY STAFF AND PERSONNEL RESERVED FOR THIS TENDER I.E. 1) CONTRACT MANAGER/SITE AGENT, 2) GENERAL FOREMAN AND 3) SKILLED ARTISAN/ELECTRICAL SPECIALIST THE FOLLOWING SHALL BE INDICATED. IF INFORMATION IS NOT PROVIDED BELOW NO POINTS WILL BE AWARDED
### 1) Contract Manager/ Site Agent

<table>
<thead>
<tr>
<th>No.</th>
<th>Job Name</th>
<th>Description</th>
<th>Value</th>
<th>Period/Duration</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Knysna Municipality and/or professional consulting engineer where applicable.

### 2) General Foreman : Construction Manager & Supervisor

<table>
<thead>
<tr>
<th>No.</th>
<th>Job Name</th>
<th>Description</th>
<th>Value</th>
<th>Period/Duration</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Knysna Municipality and/or professional consulting engineer where applicable.

### 3) Skilled artisan/ Electrical Specialist

<table>
<thead>
<tr>
<th>No.</th>
<th>Job Name</th>
<th>Description</th>
<th>Value</th>
<th>Period/Duration</th>
<th>Points Allocated</th>
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</thead>
<tbody>
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<td><strong>10</strong></td>
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</tbody>
</table>

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Knysna Municipality and/or professional consulting engineer where applicable.
ASSURANCE OF PERFORMANCE GUARANTEE

Having examined the Contract Data, the Scope of Work and the Bill of Quantities and having reviewed my/our financial commitments, I/we have approached the insurance company/bank named below for a Guarantee in the exact terms of the Pro Forma Guarantee provided in these tender documents.

I/we hereby declare that the insurance company/bank named below is aware of my/our financial position and commitments in terms of this tender and any other tender offers made and is prepared to issue the Guarantee unconditionally, within the period called for in these tender documents, and until the issue of the Certificate of Completion.

Name of proposed Guarantee provider: .................................................................

(Insurance Company/Bank)

Signed on behalf of the Tenderer:

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


Signed on behalf of the insurance company/bank:

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


In their capacity as........................................................................................................
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>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</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>

Signed on behalf of the

Date: .......................... 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>

Signature on behalf of

Date: ............. the Quotation Supplier: ..........................................................
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, 2017.

### 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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 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>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 Price</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE status level of contribution</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
</tr>
</tbody>
</table>

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:

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

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

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>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<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>

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:

<table>
<thead>
<tr>
<th>6.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1.2.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate</td>
</tr>
<tr>
<td>6.1.2.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)</td>
</tr>
</tbody>
</table>

Points claimed in respect of paragraph 6.1 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

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? *(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1. If yes, indicate:

7.1.1.1. what percentage of the contract will be subcontracted?

7.1.1.2. the name of the sub-contractor?

7.1.1.3. the B-BBEE status level of the sub-contractor?

7.1.1.4. whether the sub-contractor is an EME? *(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>(Tick Applicable Box)</th>
<th>Partnership/Joint Venture / Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One person business/sole propriety</td>
</tr>
<tr>
<td></td>
<td>Close corporation</td>
</tr>
<tr>
<td></td>
<td>Company</td>
</tr>
<tr>
<td></td>
<td>(Pty) Limited</td>
</tr>
</tbody>
</table>

8.5 Describe Principal Business Activities

8.6 Company Classification

<table>
<thead>
<tr>
<th>(Tick Applicable Box)</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplier</td>
</tr>
<tr>
<td></td>
<td>Professional Service Provider</td>
</tr>
<tr>
<td></td>
<td>Other service providers, eg transporter</td>
</tr>
</tbody>
</table>

8.7 TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS

9. 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.
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;

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

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
<td></td>
</tr>
<tr>
<td>WITNESS 1</td>
<td>WITNESS 2</td>
</tr>
<tr>
<td>WITNESS 1</td>
<td></td>
</tr>
<tr>
<td>DATE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
1. No bid will be accepted from persons in the service of the state¹.

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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Full Name of bidder or his or her representative:</td>
</tr>
<tr>
<td>3.2</td>
<td>Identity Number:</td>
</tr>
<tr>
<td>3.3</td>
<td>Position occupied in the Company (director, trustee, shareholder²):</td>
</tr>
<tr>
<td>3.4</td>
<td>Company Registration Number:</td>
</tr>
<tr>
<td>3.5</td>
<td>Tax Reference Number:</td>
</tr>
<tr>
<td>3.6</td>
<td>VAT Registration Number:</td>
</tr>
<tr>
<td>3.7</td>
<td>The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.</td>
</tr>
<tr>
<td>3.8</td>
<td>Are you presently in the service of the state?</td>
</tr>
<tr>
<td>3.8.1</td>
<td>If yes, furnish particulars:</td>
</tr>
<tr>
<td>3.9</td>
<td>Have you been in the service of the state for the past twelve months?</td>
</tr>
<tr>
<td>3.9.1</td>
<td>If yes, furnish particulars:</td>
</tr>
<tr>
<td>3.10</td>
<td>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved the evaluation and or adjudication of this bid?</td>
</tr>
<tr>
<td>3.10.1</td>
<td>If yes, furnish particulars:</td>
</tr>
<tr>
<td>3.11</td>
<td>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.</td>
</tr>
<tr>
<td>3.11.1</td>
<td>If yes, furnish particulars:</td>
</tr>
<tr>
<td>3.12</td>
<td>Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?</td>
</tr>
<tr>
<td>3.12.1</td>
<td>If yes, furnish particulars:</td>
</tr>
<tr>
<td>3.13</td>
<td>Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

3.14.1 If yes, furnish particulars:
_______________________________________________________________________________________
_______________________________________________________________________________________

---

¹ 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.

² 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.

---

4. Full details of directors / trustees/ members / shareholders:

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

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5. I, the undersigned (name) __________________________________________, certify that the information furnished in paragraphs 3 and 4 above is correct.

I accept that the state may act against me should this declaration prove to be false.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Capacity</td>
</tr>
</tbody>
</table>
NAME OF THE BIDDER: ________________________________________________

FURTHER DETAILS OF THE BIDDER’S; Director / Shareholder / Partners, etc:

<table>
<thead>
<tr>
<th>Director / Shareholder / partner</th>
<th>Physical address of the Business</th>
<th>Municipal Account number(s)</th>
<th>Physical residential address of the Director / shareholder / partner</th>
<th>Municipal Account number(s)</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

NB: Please attach certified copy (ies) of ID document(s)

I, ____________________________________________________________,
(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a Municipality in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____________________________, on the __________

_________________________ day of ___________________________ 20______.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CAPACITY:</th>
<th>NAME OF FIRM:</th>
</tr>
</thead>
</table>
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.
Section 1: Name of enterprise: ............................................................................................................

Section 2: VAT registration number, if any: ......................................................................................

Section 3: CIDB registration number, if any: ....................................................................................

Section 4: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal income tax number*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number: ......................................................................................................

Close corporation number: ........................................................................................................

Tax reference number: ..............................................................................................................

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any 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)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

*
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column)
---|---|---
| | | Current
| | | Within last 12 months

*Insert separate page if necessary.

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

*Insert separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

(i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
(ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;

(iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

(iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and

(v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ................................................................. Date .........................................................

Name ................................................................. Position .........................................................

Enterprise name:..........................................................................................................................
FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

2 Proposed approach to achieve compliance with the Regulations (Tick)

<table>
<thead>
<tr>
<th>Own resources, competent in terms of the Regulations (refer to 3 below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Own resources, still to be hired and/or trained (until competency is achieved)</td>
</tr>
<tr>
<td>Specialist subcontract resources (competent) - specify:</td>
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3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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4 Provide details of proposed training (if any) that will be undergone:

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5 Potential key risks identified and measures for addressing risks:

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6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

   YES   NO

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ................................................................. ID NO: .................................................................

2 ................................................................. ID NO: .................................................................
TAX CLEARANCE CERTIFICATE

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1 In order to meet this requirement bidders are required to complete in full form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

3 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

4 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

5 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

7 Copies of the TCC 001 “Application for a Tax Clearance” form are available from any SARS branch office nationally or on the website: www.sars.gov.za.

8 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
CERTIFICATE OF INSURANCE COVER

Note to Tenderer:
In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: ..........................................................................................................

ii) Period of Validity: ............................................................................................................

iii) Value of Insurance:

   • Insurance for Works and Contractor’s equipment

      Company: .........................................................................................................................

      Value: ..............................................................................................................................

   • Insurance for Contractor’s personnel

      Company: .........................................................................................................................

      Value: ..............................................................................................................................

   • General public liability

      Company: .........................................................................................................................

      Value: ..............................................................................................................................

   • SASRIA

      Company: .........................................................................................................................

      Value: ..............................................................................................................................
FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

[Insert broad description of the 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 Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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.

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and signature of witness

Date

CIDB Registration number
ACCESSION

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

Part C1  Agreements and Contract Data [which includes this Agreement]
Part C2  Pricing Data
Part C3  Scope of Work
Part C4  Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) 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

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

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

[Name and address of organisation]

Name and signature of witness

..........................................................  Date ...............................................
SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Tender Documents issued by the Employer prior to 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 arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender Documents and which is agreed by the Parties becomes an obligation of the Contract and 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 ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

2

Subject ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

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Subject ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

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Subject ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

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Subject ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

6

Subject ………………………………………………………………………………………………………
Details ………………………………………………………………………………………………………

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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender Documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.
FOR THE TENDERER:

Signature(s)

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

Name(s)

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

Capacity

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

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

[Name and address of organisation]

Name and signature of witness

........................................................................................................  Date .............................................

FOR THE EMPLOYER:

Signature(s)

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

Name(s)

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

Capacity

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

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

[Name and address of organisation]

Name and signature of witness

........................................................................................................  Date .............................................
CONFIRMATION OF RECEIPT

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

the .................... [day]

of ..................................................... [month]

20......... [year]
at .......................................................... [place]

For the Contractor: ...........................................................................

Signature
......................................................................................

Name
......................................................................................

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

Signature and name of witness: ...........................................................

Signature
......................................................................................

Name
KNYSNA MUNICIPALITY  
RFQ Number : 53/2019/20
FOR  
KNYSNA WASTE WATER TREATMENT WORKS : PROVISION AND INSTALLATION OF ONE AERATOR GEARBOX

**PERFORMANCE GUARANTEE (PRO FORMA)**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:  
Physical address:  
"Employer" means:  
"Contractor" means:  
"Engineer" means:  
"Works" means:  
"Site" means:  
"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R ..............................................
Amount in words:  
"Guaranteed Sum" means: The maximum aggregate amount of R .................................
Amount in words:  
"Expire Date" means:  

**CONTRACT DETAILS**  
Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

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

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..............................................................................................................................................

Date ......................................................................................................................................................

Guarantor’s signatory: (1) .........................................................................................................................

Capacity

Guarantor’s signatory (2) .........................................................................................................................
PART 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 WORKMANSHIP**

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 : Clyde Street
             KNYSNA, 6570

3. The Engineer is any Director in the firm of Aurecon South Africa (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 will be 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 R1 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 R2000-00 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 53/2019/2020

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 :
   
   ……………………………………………
   
   ……………………………………………
   
   ……………………………………………
KNYSNA MUNICIPALITY
QUOTATION NO RFQ 53/2019/2020
KNYSNA WASTEWATER TREATMENT WORKS
QUOTATION FOR THE SUPPLY AND INSTALLATION OF ONE AERATOR GEARBOX

PROJECT SPECIFICATION

PS1 GENERAL DESCRIPTION OF THE WORKS
The aerobic reactor basin of the Knysna WWTW has six platform mounted aerators. One of the aerator gearboxes has been damaged beyond repair and has to be replaced.

A new aerator gearbox similar in make and model to the existing gearboxes is now required. The installation will have to be done with the Knysna WTWW fully operational.

PS2 SCOPE OF THE CONTRACT
This contract is for the supply and installation of a new aerator gearbox at the aerobic basin of the Knysna WWTW. The existing motor and turbine will have to be fitted to the supplied new gearbox and the whole unit fastened to the platform by means of existing anchor bolts.

PS3 SITE OF THE WORKS
The Knysna WWTW is located at Vigilance Place in the Knysna industrial area and it is accessible from Vigilance Drive.

PS4 SITE FACILITIES AVAILABLE
Area on site is available for the Contractor’s use. The Contractor shall be responsible for the safety and security of his personnel, tools, plant and materials.

The Contractor shall make his own arrangements for a suitable area on site as well as for ablution and telephone facilities for his and his staffs’ use.

PS5 PROGRAMME
The supply and installation of the gearbox as described above shall be completed as soon as possible.

It must be noted that the existing duty gearbox shall be operational during the installation process.

PS6 WORKS SPECIFICATION

PS6-1 Electrical connections
All connections shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may be done at night in order to minimize inconvenience and risk to users.

PS6-2 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.
PS6-3  Dealing with water

The Contractor shall take note that all work shall be done above water. He shall, at his own cost, deal with water inclusive of spray from working aerators, such that construction is not hampered and shall supply and operate all necessary plant. No separate payment will be made for dealing with spray or working above water.

PS 6-4  Access to works

The Contractor shall construct and maintain as necessary all temporary 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.

PS 6-5  Required gearbox

The required gearbox shall be similar to the unserviceable gearbox as far as performance as well as electrical current consumed is concerned. The Contractor shall ensure that the existing switchgear is compatible to the equipment supplied and will sufficiently safeguard the existing motor against overload, overheat, phase failure, etc.

Detail of existing gearbox:

Manufacturer: Bonifiglio
Country of origin: Italy/ RSA
Type: Helical gear
Model: HDP–90–3–254
AGMA rating: 96 kW
Thermal rating: 43 kW at 35 °c
Reduction ratio: 25.4
No Stages: 3
Efficiency: 96%

The above information is given in good faith. The Contractor shall ensure that the detail and specifications are correct.

The Contractor shall also ensure that the supplied gearbox is installed on a base suitable for the existing anchor bolts. The existing motor and turbine shall fit onto the supplied gearbox exactly the same as for the existing aerators.
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.

No interim payment shall be made.

No separate payment will be made to provide or remove temporary access roads.
- QUOTATION FOR THE SUPPLY AND INSTALLATION OF NEW AERATOR GEARBOX
AT KNYSNA WASTE WATER TREATMENT WORKS

QUOTATION NO RFQ 53/2019/20

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 53/2019/20

SECTION 1 : PRELIMINARY AND GENERAL R………………………….

SECTION 2 : SUPPLY AND INSTALLATION OF
GEARBOX R ………………………….

TOTAL OF PRICED ITEMS R ………………………….

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

NET TOTAL OF QUOTE R ………………………….

ADD : 15 % FOR VALUE ADDED TAX R
………………………….

GROSS TOTAL OF QUOTE
(carry forward to Quotation Form) R ………………………….

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

SIGNATURE OF QUOTING CONTRACTOR