



PROCUREMENT DOCUMENT

Shomac Properties Investment

PTN 15 or ERF 17 - ZIMBALI

TENDER CLOSING DATE: Friday 20 July 2018 @ 14:00
Sembcorp Offices – Ballito

COMPULSORY SITE MEETING: Not Applicable

TENDERER'S NAME:.....

SEMBCORP INVITES TENDERS FOR:

| | | | |
|----------------------------|--|-------------------------|---------------------|
| Project title: | The Re-alignment of the Existing Zimbali Sewer line in front of PTN 15 of ERF 17 - Zimbali. | | |
| Tender no: | Shomac | | |
| Advertisement date: | N.A. | Closing date: | 20 July 2018 |
| Closing time: | 14:00 | Validity period: | 30 Days |

SECTION C: THE CONTRACT

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C1.0 PRO FORMA: LETTER OF APPOINTMENT

Dear Sir

CONSTRUCTION OF _____ AT _____

Sembcorp Siza Water hereby informs you that it accepts your tender to contract for and perform the work required to be done in the erection and completion of the Works envisaged above, for the amount of R

In accordance with the terms of your tender, you are now obliged to deliver to Sembcorp Siza Water, within 14 (fourteen) days of the date hereof, the documents referred to in in this document. The Performance Indemnity, Waiver of Lien and Certificate of Authority, which are included herewith, must be duly completed, signed and delivered to Sembcorp Siza Water Operations Manager within the aforementioned period.

Please note that you are obliged to deliver to Sembcorp Siza Water all the contract documents duly signed and witnessed, and that no payment whatsoever will be made to you in respect of the Works until such time as you have fully complied with the foregoing.

This acceptance constitutes a binding contract between yourselves and Sembcorp Siza Water until such time as the contract documents have been duly signed. When that occurs, the contract documents shall govern our legal relationship in respect of the execution of the Works.

Prior to obtaining access to the site, you are required to pay the relevant service deposits and fees to the appropriate local authority.

Sembcorp Siza Water's Operations Manager will be Mr Kobus Fourie and you are requested to liaise directly with him in respect of all matters relevant to the contract, unless Sembcorp Siza advises you to the contrary.

Lastly, it is confirmed that site handover has been scheduled for the day of 2018

Yours faithfully

.....
DIVISIONAL MANAGER:

c.c. Consultants

C2 PRICING INSTRUCTIONS

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (SECOND EDITION 2010)

C2.1 Pricing Instructions

Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
The adjustment of the value of variations shall be calculated in accordance with clause 6.4 of the General Conditions of Contract for Construction Works (Second Edition 2010)

1 MASSES AND MEASURING UNITS

These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.

2 PRICES FOR VARIATIONS

Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Operations Manager and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.

3 SCALE

The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.

4 BUDGETARY ALLOWANCE ITEMS

All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued or paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Operations Manager. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

5 TIMELY ORDERING OF MATERIALS

The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.

6 ELECTRICAL LIGHTING, POWER AND WATER REQUIREMENTS

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

7 IMPORT PERMITS, DUTIES AND SURCHARGES.

All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.

Furthermore, tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.

Together with this, the tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.

8 STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS

The work executed under this Contract has to be measured in accordance with the 1998 edition of the “Standard Specifications for Road and Bridge Works for State Road Authorities”, including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract.

9 BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. It is the deliberate policy of Sembcorp Siza Water to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of Sembcorp Siza Water. Subject to these constraints and also subject to good business practice and commercial consideration, it is therefore considered appropriate that Sembcorp Siza Water should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.

10 TAX CLEARANCE CERTIFICATE REQUIREMENTS

If the contractor is registered with SARS, the contractor must note that it is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.

- 1 In order to meet this requirement tenderers are required to complete in full the form TCC 001 ‘Application for a Tax Clearance Certificate’, available from the SARS website (see 5 below) and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign tenderers / individuals who wish to submit tenders.
- 2 SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In the case of a Tender by a Joint Venture, an original Tax Clearance Certificates for each member of the joint venture must be attached to the Tax Clearance Certificate attachment page, supplied in this document.

- 4 Copies of the TCC001 'Application for a Tax Clearance Certificate' form are available from any SARS branch officer nationally or on the website www.sars.gov.za
- 5 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

11 BILLS OF QUANTITIES/LUMP SUM DOCUMENT

The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

12 VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, budgetary allowances, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

13 FIXED PRICE CONTRACT

Tenderers are to take note that the contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.

In addition, it is envisaged that the quantities measured will not exceed the allocated budget for the project. In the event that a preferred bid exceeds the budgeted value, Ithala reserves its right to negotiate pricing or quantities that will match the allocated budget.

C3 – SCOPE OF WORKS

SCOPE OF WORKS: GENERAL SPECIFICATIONS

General Conditions of Contract for Construction Works 2nd Edition (2010)

C3.1 STANDARD SPECIFICATIONS

1. REGULATIONS

The construction work shall be commissioned in compliance with the latest amendments of the following acts and regulations:

- 1) The Occupational Health and Safety Act, Act No 85 of 1993.
- 2) The local Municipal bye-laws and regulations as well as the regulations of the local Supply Authority.
- 3) The National Building Regulations and Building Standards Act including the Code of Practice for the Application of the Regulations, SANS 0400.

2. DESIGN CODES

2.1. THE FOLLOWING SANS CODES SHALL BE STRICTLY ADHEARED TO :

SANS 1200 – AA : General (small works)

SANS 1200 – C : Site Clearance.

SANS 1200 – D : Earthworks

SANS 1200 – LD : Sewer drainage

2.2 GENERAL

1. All engineering drawings to be read in conjunction with the relevant specifications in the Bill of Quantities. Any errors, omissions & discrepancies to be brought to the attention of the engineer immediately.
2. Where conflicting specifications between the drawings & bill of quantities occur, the drawing specifications will take preference over the specifications in the bill of quantities.
3. All work shall be executed in strict accordance with SANS codes as tabulated and the project specifications in the contract documentation.

2.3 LOCAL AUTHORITY:

1.0 The Tenderer shall assure himself of the Local Authority procedures and prescribed processes which are applicable and submit proof of conformation before the installation commences.

3. DRAWINGS AND INSTRUCTIONS

3.1. Layout Drawings

Tender drawings are included in this document, these drawings are available in PDF format on the web site www.monoblock.co.za. **The drawings obtained off the web site are to be used for tender purposes only.**

4. NOTICES AND AMENDMENTS TO REGULATIONS

In addition the Contractor shall issue all notices and pay all the required fees in respect of the installation to the local authorities and shall exempt the Employer from all losses, costs or expenditures which may arise as a result of the Contractor's negligence to comply with the requirements of the aforementioned regulations.

It is assumed that the Contractor is conversant with the abovementioned requirements. Should any requirement, bye-law or regulation which contradicts the requirements of this specification, apply or become applicable during erection of the installation, such requirement, bye-law or regulation shall overrule this specification. The Contractor shall immediately inform the Employer of such a contradiction. Under no circumstances shall the Contractor carry out any variations to the installation in terms of such contradictions without obtaining the written permission to do so from the Employer

PART C 4.0 – PROJECT SPECIFICATIONS

Clause No. DESCRIPTION

C 1.0 Detailed below is a description of the scope of work which is to be read in conjunction with the drawing Titled “Sewer Plan Layout – PTH 15 of ERF 17 – Zimbali South” – Drawing # : 01 – Revision 02, as available on the Mono Block website : www.monoblock.co.za.

Companies tendering for the work are invited to tender on the scope of work as detailed in the associated Bill of Quantities.

C 4.1 TENDER SUMMARY

C2 CONTRACTORS REQUIREMENTS

The Contractors tendering shall have suitably trained and skilled personnel, plant and equipment to undertake all aspects required to successfully undertake and complete the project within the required time frame of one month.

C3 CONTRACT PERIOD

The contract period for the project is one month.

C4 SUBLETTING

All work must be done entirely by the Contractors own staff.

C5 REFERENCES

All references to codes of practice, design rules, standards, specifications etc., shall be deemed to refer to the latest available revision of the same.

C6 VISIT TO SITE

All Contractors are required to visit the site and must ascertain the full extent and nature of the work involved and ensure that they have a full understanding of all issues relating to the installing of the complete pumping ring main.

C7 DRAWINGS

All drawing are to be sourced in PDF format off the Web at www.monoblock.co.za – Tender for Shomec Properties.

C8 LOCAL AUTHORITIES CLAUSE

Contractors must acquaint themselves with all the local requirements, regulations and bylaws of the local authorities and must bear all costs and expenses involved in adhering to their requirements in connection with the installation of the fire protection system.

The successful tenderer will be required to submit all requisite notices and pay all fees to the responsible authorities in respect of this item.

C9 TESTING

All new sewer pipes, manholes and tie-in with the existing sewer lines are to be tested by a registered plumber who is to issue a Completion Certificate at the end of the contract.

C10 STANDARD OF WORKMANSHIP

The Contractor shall be responsible for correctly performing all setting out and constructing to the dimensional accuracies, levels, positions, alignments, setbacks, projections, etc. as specified and to ensure the correct fitting of all components. Where necessary he is to carry out a dimensional check on site to ensure the correctness of same.

C11 STORAGE

The Contractor must provide and is fully responsible for his own lockup garage shed and security.

The Contractor shall be responsible for the transport, unloading and storage of all equipment required for the installation.

The Contractor shall exercise care in the handling and storage of all materials to avoid breakage and all other damage.

C12 ASSUMPTIONS

The tenderer shall list all assumptions made in the submission and list information which is required for finalisation of the work. If these lists are not submitted with the tender it shall be assumed that no assumptions were made and further information is not required.

C13 QUALIFICATIONS

The Employer reserves the right to request further qualifications from the tenderers, after the closing date if necessary.

C14 PRICING

Pricing is to be on a fixed price basis. No escalation of tendered price is acceptable. The Contractor is to provide for every cost without exclusion relating to the completion of the works detailed in this document. Any omission in this respect will be for the account of the Contractor. All the necessary insurances for the completion of the contract are to be in place and carried by the Contractor.

C 5.0 BILLS OF QUANTITIES

| Item | Re-Alignment of Sewer Line – PTN 15 or ERF 17 – Zimbali South | Price |
|------|--|-------|
| | | |
| | Total Carried to Form of Tender (excluding Provisional Sum for Contingencies) | |

| | Price |
|---|-------------|
| <u>SECTION 1</u> Preliminary & General | |
| <u>SECTION 2</u> Sewer Re-Alignment – Ptn 15 of Erf 17 - Zimbali | |
| | |
| <u>SECTION 4</u> Provisional sum for contingencies | R 20 000.00 |

Provisional sum for Contingencies

Provide the sum of R 20 000,00 (Twenty Thousand Rands) for contingencies to be expended as directed by the Employer and to be deducted in whole or in part if not required. This sum is not to form part of the total amount

PART C 6.0 – CONTRACTORS SAFETY, HEALTH & ENVIROMENTAL DECLATATION

Project title: The Re-alignment of the Existing Zimbali Sewer line in front of PTN 15 of ERF 17 - Zimbali.Road .

Tender / Bid no: **MONO 257/21**

INTRODUCTION

In terms of Regulation 4(4) of the Construction Regulations of July 2003 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 5(1) of the Construction Regulations of July 2003, which shall be subject to approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification, as approved by SSW Sherg Officer.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of July 2003.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 2018

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Tenderer

PART C 7.0 – TAX CLEARANCE CERTIFICATE

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF TENDERS/SUPPLIERS)**

NB: THIS APPLICATION IS TO BE SUBMITTED TO YOUR LOCAL SOUTH AFRICAN RECEIVER OF REVENUE OFFICE

1. Name of taxpayer / tenderer :

.....

2. Trade name :

.....

3. Registration Number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

1. Company/Close Corporation Registration Number

| | | | | | | | | | |
|----|----|----|----|----|----|-----|-----|-----|-----|
| 4. | 5. | 6. | 7. | 8. | 9. | 10. | 11. | 12. | 13. |
|----|----|----|----|----|----|-----|-----|-----|-----|

14.

2. Income Tax reference number

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 15. | 16. | 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

25.

3. V.A.T. Registration number

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 26. | 27. | 28. | 29. | 30. | 31. | 32. | 33. | 34. | 35. |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

36.

4. PAYE employer's registration number (if applicable)

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 37. | 38. | 39. | 40. | 41. | 42. | 43. | 44. | 45. | 46. |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

47.

5. UIF registration number

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 48. | 49. | 50. | 51. | 52. | 53. | 54. | 55. | 56. | 57. |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

58.

Contact person requiring Tax clearance certificate:

Signature:

Name:

Telephone number: Code: (.....)

Address:

.....

Date:/...../.....

ATTACH YOUR ORIGINAL CERTIFICATE

PART C 8.0 – PRO FORMA: WAIVER OF LIEN

WHEREAS Sembcorp Siza Water
(Employer)

And

(the Contractor)

have entered into and/or are about to enter into a Contract for the Re-alignment of the Existing Zimbali Sewer line in front of PTN 15 of ERF 17 - Zimbali.

(the Works)

I, the undersigned, _____

in my capacity as _____
of the Contractor (duly authorised hereto) agree as follows:

1. In this document, the following words shall have the meaning ascribed to them hereunder and derivatives thereof or cognitive expression shall have similar meanings:

Contract means the contract referred to above and includes documents forming part thereof or therein referred to.

Contractor means the Contractor referred to above and includes any person claiming through or under the Contractor.

Lien includes encumbrances, liens, rights of retention, hypothecs or other preferences of any nature whatsoever.

Property means any property, of any nature whatsoever, in which Employer has an interest of any nature whatsoever.

2. Notwithstanding anything to the contrary in the Contract contained, the term possession (and any derivative of that term or cognitive expression) as it appears in the Contract shall mean Access. No right of possession (as the term is used in the Contract) acquired by the Contractor under the contract shall give the Contractor any right sufficient to confer upon it any Lien.

3. Notwithstanding anything to the contrary in the contract, whether expressed or implied, the Contractor hereby irrevocably declares that it has no intention of holding or exercising legal possession and it confirms that true legal possession of the Property shall at all times vest in Employer.

4. Notwithstanding anything to the contrary in the contract expressed or implied, the Contractor is neither a possessor nor an occupier, whether *bona fide* or *mala fide*, of any Property.

5. To the extent that the Contractor may, notwithstanding the provisions of clause 2 above, be entitled to any lien over any Property, the Contractor, in consideration for the rights granted to it under the Contract hereby renounces, waives, and abandons in favour of Employer, any and all liens which it has or may acquire in connection with or in regard to any buildings and/or structures erected or to be erected, repaired and/or renovated by the Contractor upon any Property and it does further waive any rights it may have to any of the component materials thereof.

6. The waiver referred to in 3.1 shall automatically operate as from the date of signature hereof on behalf on the Contractor.

7. The Contractor hereby agrees that legal possession of any buildings and/or structures and/or materials erected or delivered to any Property by or on behalf of the Contractor shall vest in Employer immediately they are so erected or delivered, notwithstanding any unpaid amount which may be or may become due to the Contractor. The Contractor further agrees to hand over and deliver possession of the said Property, buildings, structures and material immediately the same are erected or delivered to the Property, notwithstanding any claim of any nature whatsoever the Contractor may maintain it has against Employer, whether the claim relates to the contract price referred to in the contract, any balance thereof, damages or otherwise.

8. The Contractor hereby agrees that this waiver shall continue to remain in full force and effect now and in the future and the Contractor shall have no right to terminate same.

9. Without derogating from the generality of the above, the waiver hereby constituted refers to all materials and goods brought onto the said property of the Contractor, whether fixed or unfixed, and whether those goods and materials constitute *necessarieimpensae*, *utilesimpensae* or *voluptuariaeimpensae*.

10. This waiver shall constitute a waiver in favour of the owner of the Property, Employer, any bondholder holding a mortgage bond over such Property, any liquidator of Employer, any purchaser at a sale in execution (whether such purchaser be a bondholder or otherwise) and any third party who may take over the Property.

11. Notwithstanding anything to the contrary herein contained, whether expressed or implied, the waiver hereby constituted shall be a waiver of all the Contractors liens against the true owner of the Property, whether or not Employer is the true owner thereof. To the extent that the benefits hereby conferred on any such true owner may constitute a *stipulationalteri* and require acceptance, the Contractor irrevocably acknowledges that it is aware that Employer is duly authorised to accept those benefits on the owners behalf, and that the signature hereto affixed on behalf of Employer shall constitute such acceptance.

12. Except for the particular meanings ascribed to the words defined in 1 above and to the term possession in 2 above, words to which a particular meaning has been ascribed in the contract, shall have a similar meaning herein.

THIS DONE AND SIGNED THIS _____ DAY OF _____ 2018

THE CONTRACTOR

WITNESS

THIS DONE AND SIGNED THIS _____ DAY OF _____ 2018

EMPLOYER

WITNESS

C9 PRO FORMA PERFORMANCE GUARANTEE

Sembcorp Siza Water
 Reypark House, Reys Place, Avondale, Ballito
 032 946 7207

Sir,

PERFORMANCE GUARANTEE FOR THE EXECUTION OF A CONTRACT

1. With reference to the contract between.....
 (hereinafter referred to as the "contractor") and the Sembcorp Siza Water for

 The re-alignment of the Existing Zimbali Sewer line in front of PTN 15 of ERF 17 - Zimbali.

 (hereinafter referred to as the "contract") in the amount of R.....

 (amount in words)
 (hereinafter referred to as the contract sum),
 I/We,and.....

 in my/our capacity as

 and hereby representing.....

 (hereafter referred to as the "guarantor") advise that the guarantor holds at the employer's disposal the sum of R.....
 being 10% of the contract sum (excl. VAT), for the due fulfilment of the contract. (amount in words).....
2. The guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa; debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed, during the period when the claim was received by the guarantor, on receipt of a written demand from the employer, or his delegated official, to do so and which demand the employer, or his delegated official, may make if the employer has a right of recovery against the contractor in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the employer's rights to adopt any of the procedures provided for in the contract, the said demand can be made by the employer, or his delegated official, at any stage prior to the expiry of this Guarantee.
4. The amount paid by the guarantor in terms of this Guarantee may be retained by the employer on conditions that upon the issue of the final payment certificate, the employer shall account to the guarantor showing how this amount has been expended and refund any balance due to the guarantor.

| | |
|--|--|
| 5. | The employer shall have the absolute right to arrange his affairs with the contractor in any manner which the employer deems fit and the guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the guarantor. Without derogating from the a foregoing, any compromise, extension of the construction period, indulgence, release or variation of the contractor's obligation shall not affect the validity of this guarantee. |
| 6. | This undertaking is neither negotiable nor transferable, and (a) must be surrendered to the guarantor at the time when the employer accounts to the guarantor in terms of clause 4 above, or (b) shall lapse on the date of the last certificate of practical completion; and (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed. |
| <p>SIGNED AT..... ON THIS..... DAY OF..... 201....</p> <p>AS WITNESS:.....</p> <p>1 </p> <p> Signature:.....</p> <p> By and on behalf of.....</p> <p> </p> <p> </p> <p> </p> <p> </p> <p> (insert the name and physical address of the GUARANTOR)</p> <p> NAME:.....</p> <p> CAPACITY:.....</p> <p> (Duly authorized thereto by attached resolution no:.....)</p> <p> DATE:.....</p> | |
| A. | No alterations and/or additions of the wording of this form will be accepted. |
| B. | The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's domicilium citandi et executandi, for all purposes arising from this guarantee. |

C10 AUTHORITY TO SIGN TENDER

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....
(Legally correct full name and registration number, if applicable, of the Enterprise)
 held at
 (town): on (date):

RESOLVED that:

1. The Enterprise submits a Tender to Sembcorp Siza Water in respect of the following project:
 Re-alignment of the existing Zimbali sewer line in front of PTN 15 of ERF 17 - Zimbali..

2. *Mr/Mrs/Ms:
(Position in the Enterprise)
 in *his/her capacity as:

.....
(Authorised Signatory)
 and who will sign as follows:

be, and is hereby, duly authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to this Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

| Name | Capacity | Signature |
|------|----------|-----------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Note:

ENTERPRISE STAMP (If Any)

1. * *Delete which is not applicable.*
2. *NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corporation must be attached to this tender.*

ZIMBALI ESTATE
SHOMAC PROPERTIES - PTN 15 of ERF 17

| BILL NO | DESCRIPTION | CONTRACT AMOUNT |
|---------|--|-----------------|
| 1.0 | PRELIMINARY & GENERAL | |
| 2.0 | SEWER RE-ALIGNMENT - PTN 15 or Erf 17 - Zimbali | |
| | <p style="text-align: center;">TOTAL:</p> <p>VAT @15%</p> | |
| | TENDER AMOUNT | |
| | | |

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---------|---|------|-----|------|-------------|
| | <u>SEWER RE-ALIGNMENT</u> | | | | |
| | <u>Preliminary & General</u> | | | | |
| | <u>Earthworks</u> | | | | |
| | <u>Trench Excavations etc.</u> | | | | |
| 1 | Clear and grub the site where the new sewer line is to be installed. All trees that are possibly to be removed to be confirmed with ZEMA authorities prior to their removal. Check for existing services on the new sewer line. | m | 102 | | |
| 2 | Excavate in all materials for 160mm dia. UPVC Class 34 pipe not exceeding 2m deep | m3 | 95 | | - |
| | <u>Bedding (Pipes)</u> | | | | |
| | <u>Compacted selected backfill - Class 1:</u> | | | | |
| 3 | Stone free fill from the trench excavations, with optimum moisture content, compacted to 93% MOD AASHTO density. | m3 | 30 | | - |
| 4 | Bedding cradle of compacted clean selected river sand, compacted to 93% MOD AASHTO density. | m3 | 25 | | |
| | <u>Manholes</u> | | | | |
| | <u>Construction of sewer manholes as per drawing depth 1 to 2.0m and specifications</u> | | | | |
| 5 | a) Heavy duty manhole | No | 5 | | - |
| | <u>Sundries</u> | | | | |
| 6 | Tie into existing Zimbali municipal sewer connection | Item | 2 | | - |
| 7 | Make Good the site and issues a certified plumbers Compliance Certificate to the Principle Engineer. | Item | 1 | | |
| 8 | Provisional sum for Contengincies | Item | 1 | 1.00 | R 20 000.00 |
| | | | | | |