



REHABILITATION OF BERWICK 341

ASBESTOS MINE

CONTRACT MTK 03/2024

VOLUME 1

RETURNABLE DOCUMENTS & SCHEDULES



T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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C2.1 PRICING DATA PD.1
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NOTE: The tenderer is required to complete each and every schedule listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure of a tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

The Enterprise Declaration Affidavit must be endorsed by a commissioner of oaths. All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.



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T2.1.1 Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



T2.1.2 Certificate of Authority

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPO- RATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIE- TOR

(I) Certificate for Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No. MTK 03/2024 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:



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(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
hereby authorize Mr/Ms , acting in the capacity of
....., to sign all documents in connection with the tender for
Contract No. MTK 03/2024 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



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(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,, hereby authorize Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No. MTK 03/2024 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



(IV) Certificate for Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.



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(V) Certificate For Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business
trading as

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:



T2.1.3 Compulsory Enterprise Questionnaire

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:

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* 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

Proof of CSD registration ie MA xxxxxxxxx number

SARS Tax Compliance status Pin 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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 of 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 been in the service of any of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> 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 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Cur- rent	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the 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 of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, 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
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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Signed

Date

Name

Position

Enterprise name



T2.1.4 Preferential Procurement

Forms for Completion by the Tenderer included in this section are:

Form No.	Form Title	Description
6.1	Special Conditions	Sub-contracting and Skills Transfer
10	Empowerment and Preferential Procurement	Form to be completed by the Tenderer
14	Non – collusion Form	Form to be completed by the Tenderer
14.1	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer
14.2	Declaration of bidder’s past supply chain management practices	Form to be completed by the Tenderer
14.3	Declaration for Procurement Above R10 Million (VAT included)	Form to be completed by the Tenderer
SBD9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer

Note:

Failure to complete the forms in full, and failure to have the enterprise declaration affidavit endorsed by a commissioner of oaths will lead to the Tender being considered non-responsive.

All information supplied must be current and valid. Proposed or imminent changes to a Tenderer’s status may be mentioned but the declarations must reflect current circumstances.



6.1 – SPECIAL CONDITIONS

This tender is subjected to the following Conditions in addition to any other conditions stipulated and made part of this tender as described hereunder. By signing this document, the tenderer agrees to comply with all conditions hereunder in the event of being successful.

A. Sub-contracting

1. Preference in respect of sub-contracting must be given to Black Women Owned (BWO), Black Youth Owned (BYO) or Black Owned enterprises (BOE) or a combination of all who are at least at level 2 BBBEE.
2. The successful tenderer is required to sub-contract a minimum of 30% (where possible) of the total contract value to entities that are BWO or BYO or BOE or a combination of all. In this respect, MINTeK reserves the right to acknowledge a sub-contractor as one who provides only labour to execute the nominated scope of work or one who is a bona fide contractor and able to carry out the work by providing all labour and materials.
3. Qualifying sub-contracting entities will be made available to the successful contractor/s who must then choose the most suitable sub-contractor for the intended project.
4. The successful contractor must submit periodic reports to the Project Engineer as follows:
 - Name of sub-contractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the sub-contractor
 - Value of the work issued (auditable)
 - Assistance provided to the sub-contractor e.g. acquisition of materials, machinery and tools
 - Performance of the sub-contractor
5. Upon completion of the project, the contractor is required to provide a final report to Mintek on skills acquired, description and value of work performed as well as their overall performance.

B. Targeted Labour

A minimum of 25% of skilled labour must be sourced from the local community within the Municipality.

All unskilled labour must be sourced from the local community within the Municipality.

C. Skills transfer

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor through the transfer of skills. In this regard a skills transfer plan must be submitted prior to commencement of the project.

I / we representing the tenderer hereunder agree to the above conditions in the event of being successful.

Name of tenderer: _____



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Authorised signatory _____ **Date** _____

C. Expanded Public Works Programme (EPWP) Reporting

The Contractor shall keep monthly records of all employees that are part of the project and submit same to the Employer in the prescribed format with monthly payment certificates. The EPWP reporting format will be made available to the successful tenderer upon appointment.

The Contractor must also submit the local value addition report each month. Failure to submit this report may result in payment being withheld.



10 – EMPOWERMENT AND PREFERENTIAL PROCUREMENT

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 **to be less than R 50 000 000** (all applicable taxes included) and therefore the 80/10 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Specific goal.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
Enterprises that are at least 51% black owned	20
Total points for Price and Specific goal must not exceed	100

- 1.5 Failure on the part of a bidder to submit a BBBEE Certificate or sworn affidavit as proof for specific goal, it will be interpreted to mean that preference points for the specific goal are not claimed.
- 1.6 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

“accounting officer”	in relation to a municipal entity, an official of the entity referred to in section 93 of the Act and includes a Chief Executive Officer or the Managing Director or his delegate or person acting as such
“all applicable taxes”	includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
“authorizer”	the Manager in the Cluster responsible for approving a Procurement Requisition;
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

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	terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
“Broad-Based Black Economic Empowerment Act”	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
“BBBEE”	means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
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
“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; a bid is essentially a written offer that is made for the acquisition of goods, services, or assets in response to an invitation to bid;
“bidder”	any person submitting a bid or a price quotation in response to an invitation to bid;
“bid adjudication committee”	the Committee constituted in terms of the Municipal Supply Chain Management Regulations, Regulations 26 and 29, for the purpose of adjudicating bids and to make awards and recommendations to the Accounting Officer for procurement of goods and/or services by Mintek as per the Delegations of Authority;
“bid evaluation”	the process of opening, examining, and evaluating bids to determine the bidders' responsibility, responsiveness, and other factors associated with selection of a bid for contract award;
“bid evaluation committee”	the Committee constituted in terms of the Municipal Supply Chain Management Regulations, Regulations 26 and 28, for the purpose of evaluation of bids and make recommendations to the Bid Adjudication Committee for procurement of goods and/or services by Mintek;
“bid specification committee”	the Committee constituted in terms of the Municipal Supply Chain Management Regulations, Regulations 26 and 27, for the purpose of compiling the specifications for the procurement of goods and/ or services by Mintek; the approval of specifications; evaluation criteria, special conditions and advertisement
“black designated groups”	a) Black people who are youth as defined in the National Youth Commission Act of 1996, including enterprises that are more than 50% owned and

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	<p>controlled by black youth who are South African citizens</p> <p>b) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; including any enterprise that is more than 50% owned and controlled by such people with disabilities</p> <p>c) Black women , including enterprises that are either an EME or Start-up that is more than 50% owned and controlled by black female South African citizens</p> <p>d) Black people living in rural and any under developed areas</p> <p>e) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution</p> <p>f) Any broad based ownership scheme or co-operative in which black participants enjoy a right to economic interest that is more than 50% of the total exercisable voting rights</p>
<p>“black people”</p>	<p>a generic term which means Africans, Coloureds, Indians as well as Chinese; in terms of the BBBEE Act, includes only natural persons who are citizens of the Republic of South Africa (RSA) by birth or descent; or are citizens of the RSA by naturalization:</p> <p>a) occurring before the commencement date of the Constitution of the RSA Act No. 108 of 1996; or</p> <p>b) occurring after the commencement date of the Constitution of the RSA Act No. 108 of 1996 but who, without the Apartheid policy would have qualified for naturalization before then.</p>
<p>“black owned enterprise”</p>	<p>Means a juristic person having shareholding or similar members interest that is black controlled, in which black participants who are South African citizens enjoy a right to economic interest that is more than 50% of the total exercisable voting rights</p>
<p>“black youth enterprise (BYE)”</p>	<p>An enterprise having shareholding or similar members’ interest that is controlled by black youth, in which the youth participants who are South African citizens not older than 35 years of age and enjoy a right to economic interest that is more than 50% of the total exercisable voting rights. The enterprise may fall within any category type of EME, QSE or Generic</p>
<p>“black woman owned enterprise (BWOE)”</p>	<p>An enterprises with shareholding or similar members’ interest that is controlled by black females, the participants who are South African citizens enjoy a right to economic interest that is more than 30% of the total exercisable voting rights. The enterprise may fall within any category type of EME, QSE or Generic</p>

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<p>“broad-based black economic empowerment”</p>	<p>the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include, but are not limited to:</p> <ul style="list-style-type: none"> a) increase the number of black people that manage, own and control enterprises and productive assets; b) facilitate ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises; c) human resource and skills development; d) achieving equitable representation in all occupational categories and levels in the workforce; and e) preferential procurement; and f) investment in enterprises that are owned and managed by black people in terms of the BBBEE Act No. 53 of 2003 (BBBEEA)
<p>“BBBEE Procurement Recognition Level”</p>	<p>a percentage determined from the scorecard that determines how much an entity can claim as BBBEE spend on purchases of goods/services/assets made;</p>
<p>“BBBEE Status”</p>	<p>an outcome of the BBBEE evaluation of the company expressed in terms of levels from one (1) to eight (8);</p>
<p>“Bid rigging”</p>	<p>A scheme in which competitors conspire and join to artificially increase the prices of goods and/or services offered in bids. It may also include carving up the potential business between the conspirators</p>
<p>“board of directors”</p>	<p>The directors of the Company appointed in terms of section 93E of the Municipal Systems Act, acting as a Board, or as a sub-committee of the Board to jointly oversee the activities of an entity;</p>
<p>“calendar day”</p>	<p>24-hour period including Saturday, Sunday as well as public holidays;</p>
<p>“comparative price”</p>	<p>means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;</p>
<p>“cancellation of a bid”</p>	<p>involves a termination of a bid as outlined in the policy;</p>
<p>“consortium or joint venture”</p>	<p>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;</p>

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“financial director”	The finance executive who reports to the chief executive officer and to the board of directors, and additionally sits on the board
“CIDB”	Construction Industry Development Board Act No.38 of 2000;
“closed tender”	a bidding process in which a select group of tenderers are invited to submit bids;
“co-bidding”	the practice whereby a bidder separately combines with one or more other bidders on a particular bid and can lead to uncompetitive practices;
“collusion”	an agreement between rival businesses that attempts to disrupt the market's equilibrium, which involves people cooperating or working together when they should be competing against each other.
“contract”	an agreement that results from the acceptance of a bid by an organ of state
“competitive bid”	a bid in terms of a competitive bidding process, including, but not limited to bids, quotations and auction;
“competitive bidding process”	transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated.
“consortium”	short-term arrangement in which several firms (from the same or different industry sectors) pool their financial and human resources to undertake a project that benefits all members of the group;
“contractor”	an independent entity or person that agrees to furnish certain number or quantity of goods, material, equipment, personnel, and/or services that meet or exceed stated requirements or specifications, at a mutually agreed upon price and within a specified timeframe;
“co-operative”	An independent association of persons, the membership of which is voluntary; who join forces to meet their economic and culture needs and aspirations through a jointly owned and democratically controlled enterprise, organized and operated on co-operative principles
“designated sector”	A sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods that meet the stipulated minimum threshold for local production content.
“deviation”	a departure from the official procurement processes as laid down in the SCM policy and MFMA regulations;
“disability owned enterprise (DOE)”	An enterprise with shareholding or similar members' interest that is controlled by disabled person/s, the participants who are South African citizens enjoy a right to economic interest that is more than 30% of the

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	total exercisable voting rights. The enterprise may fall within any category type of EME, QSE or Generic
“disqualification”	a process in which a bidder is excluded from the evaluation process as they failed to meet the requirements as described in Annexure A;
“emergency”	sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of a person or firm and which, therefore, requires immediate attention and remedial action and where the adherence to normal procurement procedures is not appropriate
“empowering supplier”	a BBBEE compliant entity which fully complies with all regulatory requirements of the country and meets at least three, if it is a Generic Enterprise or one if it is a Qualifying Small Enterprise. An Exempted Micro Enterprise and Startups will automatically be recognized as Empowering Supplier
“enterprise development”	a process aimed at contributing to the development, sustainability and financial and operational independence of benefiting entities which include Exempted Micro Enterprises and/or Qualifying Small Enterprises which are at least 50% black owned;
“executive manager”	An official responsible for the executive management of a department and reporting directly to the Managing Director;
“exempted micro enterprise” (EME)	means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013 and whose annual turnover is less than R 10 million in terms of the BBBEEA;
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;
“formal written price quotation”	a written price quotation formally requested in terms of Request for Quotation process for goods and services above R 2 000.00 including VAT;
“fronting”	a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes, it commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person;

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“fruitless and wasteful expenditure”	expenditure that was made in vain and would have been avoided had reasonable care been exercised;
“functionality”	the measurement according to predetermined norms, as set out in the tender document, 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;
“general manager”	a manager responsible for the general management of a department and reporting to an Executive Manager or Managing Director or any other designated officer;
“generic enterprise”	an entity with a turnover above R50 million in terms of the BBBEE Act;
“imported content”	That portion of the bid price represented by the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers subcontractors or any other third party) the costs of which are inclusive of the costs abroad, plus freight and other importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax
“in the service of the state”	a member of- (a) any municipal council; (b) any provincial legislature; or (c) the National Assembly or the National Council of Provinces; (d) a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; (e) 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); (f) a member of the accounting authority of any national or provincial public entity; or (g) an employee of Parliament or a provincial legislature.
“initiator”	an authorized MINTeK official responsible for commencing a procurement process for tender and non-tender purposes;
“irregular expenditure”	expenditure that is not in accordance with the requirements of the Supply Chain Management policy and the MFMA and other applicable Acts (Municipal System Act; Public Office Bearers Act) and not condoned in terms of those Acts but excludes expenditure by a

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	municipality which falls within the definition of “unauthorized expenditure”
“joint venture”	is an association of persons formed between two or more parties to undertake an economic activity together; the purpose thereof is to combine expertise, equity, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
“listing criteria”	conditions established by the Company from time to time for evaluation of the suitability of prospective suppliers for inclusion in the List of Accredited Prospective Suppliers;
“list of accredited prospective suppliers”	a list of prospective suppliers, accredited in terms of the Company’s Listing Criteria, categorized per commodity and per type of service.
“local content”	That portion of the bid or tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local formula SATS 1286 in designated sectors required to meet the stipulated minimum thresholds set by the DTI.
“long term contract”	a contract with a duration period exceeding one year;
“management”	relation to an enterprise or business an activity inclusive of control and performed on a daily basis by any person who is a principal executive officer of an enterprise by whatever name that person may be designated and whether or not that person is a director;
“managing director”	the managing director of MINTEK appointed from time to time by the Board in terms of the Articles of Association to serve in this capacity;
“multiple awards”	award of separate (partial) contracts to two or more bidders for the same item/contract/service, where the award of a single contract would not be beneficial or advantageous to MINTEK;
“multiple bid”	a situation where a tenderer submits more than one bid for the same tender/ transaction;
“municipal entity”	in terms of Section 1 of the Municipal Systems Act a municipal entity is company, co-operative, trust, fund or any other corporate entity established in terms of any applicable national or provincial legislation and which operates under the ownership control of one or more municipalities; and includes, in the case of a company under such ownership control, any subsidiary of that company;
“municipal supply chain management regulations (“MSCMR)”	the Local Government: Municipal Finance Management Act No 56 of 2003 Municipal Supply Chain Management Regulations published in the Government Gazette Notice 868 on 30 May 2005;
“non-financial omission”	an omission in a bid which relates to any other matter except for price;

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“non-firm “ price	means all prices other than “firm” prices;
“non-responsive bidder”	a potential bidder who does not meet the requirements of a responsive bidder;
“ownership”	having all customary characteristics of ownership, including the right of disposition, and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form, of ownership arrangements;
“organ of state”	in terms of Preferential Procurement Policy Framework Act 5 of 2000 a) a national or provincial department as defined in the Public Finance Management Act No.1 of 1999 (PFMA); b) a municipality as contemplated in the Constitution; c) Parliament; d) A provincial legislature; and e) A constitutional institution listed in Schedule 1 of the PFMA f) any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognized by the Minister by notice in the Government Gazette;
“payment”	Payment shall be made within 30 days of receipt of the supplier statement, provided the statement is correct and received before the end of the month, including any tax invoice for which payment is required and reflected on the statement referred to herein which was also received by no later than the end of the month
“people with disabilities”	In term of the Employment Equity Act No. 55 of 1998, people with disabilities are people who have a long-term or recurring physical or mental impairment which substantially limits their prospects of entry into, or advancement in, employment;
“person”	a natural or juristic/ legal person;
“PPPFA”	The Preferential Procurement Policy Framework Act, 2000, to give effect to section 217(3) of the Constitution by providing a framework for the implementation of the procurement policy contemplated in section 217(2) of the Constitution; and to provide for matters connected therewith.
“preferential procurement”	The preferential procurement element of the BBBEE scorecard measures that extent to which a company or person purchases its qualifying goods or supplies from BBBEE compliant suppliers as evidenced by the BBBEE scorecard rating of the supplier
“pre-qualification of bidders”	screening of potential contractors, suppliers, or vendors (on the basis of factors such as experience, managerial ability, technical know-how, reputation, work

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	history, etc.) for the purpose of developing a list of qualified bidders;
“pre-qualification for preferential procurement”	The qualification of bidders with the intent and purpose of advancing certain designated groups
“Price”	The Rand or monetary value of the bidders offer to provide the good or service which includes all applicable taxes less all unconditional discounts.
“prime contractor”	a contractor who undertakes a substantial portion of the scope of works;
“proof of B-BBEE status level of contributor”	Means: (a) the B-BBEE status level certificate issued by an authorized body or person (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice or (c) any other requirement prescribed in terms of the Broad – Based Black Economic Empowerment Act
“quotation (written)”	a written offer by means of facsimile, e-mail, letter or any other written form, in response to a written request;
“Qualifying Small Enterprise”	means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013 and whose annual turnover is between R10 million and R50 million in terms of the Act;
“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
“ratification”	Confirmation or condonation of an action or occurrence which was not pre-approved and may not have been authorized by the Accounting Officer or Board of Directors who then subsequently adopts the act/s of the official/employee upon recommendation by the BEC and BAC or any officially recognized authority or committee in the organization
“responsive or acceptable bid	a bid that meets the following requirements: a) complies in all respects with the specification and conditions of the bid; b) all the prescribed bid forms have been completed and signed to enable evaluation thereof; c) the bidder complies with all requirements as prescribed by the CSD d) the bidder has the necessary capacity and ability to execute the contract;
“responsive bidders”	a prospective bidders that submits a bid that meets the following requirements: e) complies in all respects with the specification and conditions of the bid, including a reasonable price; f) the bidder completed and signed all the prescribed bid forms to enable evaluation thereof;

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	<p>g) the bidder submitted the required original tax clearance certificate and other clearance/registration forms as prescribed by various acts or in the bid documentation;</p> <p>h) the bidder has the necessary capacity and ability to execute the contract;</p>
“restricted bidder”	a bidder / supplier listed in the Register of Tender Defaulters or listed in the Register of Restricted Bidders maintained by National Treasury or as a person prohibited from doing business with the public sector;
“rural area”	<p>Means :</p> <p>a) a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area, or</p> <p>b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure</p>
“SATS 1286:2011”	A SABS document issued as a South African technical specification because there is a need for clarity and ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account
“senior manager”	managers responsible for the day to day management activities within a departments and reports directly to executive manager or general manager;
“ service provider”	any person that offers a service, skills or expertise; including a supplier of goods;
“shorter payment period”	Settlement of accounts with beneficiary entities (i.e. EME) over a shorter period of time of up to 15 days.
“single or sole provider”	only provider of goods or services due to its specialized; singular/ unique characteristics or performance capability;
“small business organization”	any entity, whether or not incorporated or registered under any law, which consists mainly of persons carrying on small business concerns in any economic sector, or which has been established for the purposes of promoting the interests of or representing small business concerns, and includes any federation consisting wholly or partly of such association, and also any branch of such organization; as defined in the National Small Business Act, Act No.102 of 1996;
“special conditions of contract”	Provisions of a contract that is peculiar to the project under consideration and do not fall under the general conditions. Whenever there is conflict, the provisions of the special conditions shall prevail over those in the general conditions
Start-up Enterprise (SUE):	a recently formed or incorporated entity that has been in operation for no more than 1 year. A Start-up entity does not include any newly constituted enterprises

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	which are merely a continuation of a pre-existing enterprise. A Start-up must be measured as an EME for the first year following their formation or incorporation, regardless of the expected total revenue of the Start-up enterprise
“Standard for Infrastructure Procurement and delivery management”	The guideline document (first edition) as issued and published by National Treasury during October 2015 for infrastructure procurement and which is incorporated and made part of the Supply Chain Policy of Mintek
“sub-contracting”	in terms of the PPPFA, the prime contractor’s assigning or leasing or making out to work, or employing , another person to support such prime contractor in the execution of part of a project in terms of the contract; In labour-only subcontracting the main contractor provides the materials and does most of the supervision and management of the works while trade contractors make their own arrangements regarding materials and are more responsible for their oversight
“supplier”	any person that supplies relatively common, off the shelf, or standard goods or services;
“tender”	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, goods, through price quotations, advertised competitive tendering processes or proposal
‘the act”	Local Government: Municipal Finance Management Act no. 56 of 2003 published in the Government Gazette Notice 176 on 13 February 2004;
“total cost of ownership” (TCO)	Total cost of ownership is the consideration of all components of an offer to arrive at a single cost which includes inter alia, servicing, maintenance, wear and tear, consumables, support, amongst other, etc.
“total revenue”	Means total income of an entity from its’ operations as determined under South African Generally Accepted Accounting Practice
“township”	Means an urban living area that any time from late 19 th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
“treasury”	Has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No.1 of 1999)
“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;
“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.



"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;
"unauthorized expenditure"	any expenditure incurred otherwise than in accordance with section 15 or 11(3) of the Act and includes- a) expenditure incurred for which no prior authority and approval was sought; b) overspending of the total amount appropriated in the municipality's approved budget; c) overspending of the total amount appropriated for a vote in the approved budget; d) expenditure from a vote unrelated to the department or functional area covered by the vote; e) expenditure of money appropriated for a specific purpose otherwise than for that specific purpose;
"variation order"	an order generated for requirements in excess of initial ordered quantities identified through a further need. Such additional requirements may arise through unforeseen circumstances, urgency or emergency and where the adherence to normal procurement procedures will hinder progress or will not be advantageous or where the invitation of competitive prices is not recommended or is not practical.
"voting member"	a permanent member of any of the Bid Committees duly appointed in writing for a specified period and has a right to vote;
"withdrawal of a bid"	a removal of a bid as a result of a deficiency/error noted in the bid document or procurement process;
"working day"	a day (excluding Saturdays, Sundays and public holidays) in which business transactions can take place/or work can be done, normally eight hours from 08h00 to 17h00.

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 specific goal.
- 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 specific goal, 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.



SBD 6.1

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

4. GENERAL CONDITIONS

- 4.1 The following preference point systems are applicable to invitations to tender:
- 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).

4.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

4.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

4.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOAL	20
TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100



- 4.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 4.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

5. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.



(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises that are at least 51% black-owned		20		
Enterprises that are not at least 51% black-owned		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:



SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium 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.

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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



Non-collusion Form

I, the undersigned

In my capacity as

_____ (insert Sole Owner, Partner, President, Secretary or other title)

of _____ (insert name of the Company).

acknowledges that on behalf of the above mentioned Company, I submit to Mintek, a tender and that all statements of fact in such tender are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of MINTEK, or any other Bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organization, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ **on this** _____ **day of** _____ **20**__

Signed on behalf of the tenderer



14.1

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, AC-
TION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

- i. for the past three years , or
- ii. since their establishment if established during the past three years

Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....



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3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....
.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish particulars

.....
.....



CERTIFICATION

I, THE UNDERSIGNED (NAME)
.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NB: Failure to complete, sign and provide the required supporting documentation will result in elimination of the tender



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description) in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.



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8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ **Joint venture or Consortium 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.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature Date
..... Position Name of Bidder

NB: Failure to complete and sign this form will result in the elimination of the tender



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T2.1.5 Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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T2.1.6 Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Sub-contractor.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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T2.1.7 Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



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T2.1.9 Certificate of Attendance at Clarification Meeting

This is to certify that (*tenderer*).....
of (*address*).....
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:



T2.1.10 Schedule of Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:.....						

SIGNATURE:.....

DATE:

(of person authorized to sign on behalf of the Tenderer)



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T2.1.12 Tenderer's Financial Standing

In terms of Clause F2.18.1 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for the project.

I / We furnish the following information and hereby authorise the Employer to approach the Bank for a reference.

Name of Account holder

Name of Bank: Branch:

Account number..... Type of account:

Telephone number:..... Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



T2.1.13 Contractor's Mine Health and Safety Declaration

A person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work under this contract in compliance with the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993., including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Supervisor		
Health and Safety Officer		
Health and Safety Representatives		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Personal Protective Equipment		
Clean Room		
Emergency Equipment (e.g. First Aid Box)		

REHABILITATION OF BERWICK 341 ASBESTOS MINE (MTK 03/2024)



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EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Washing facilities		
Respiratory protective equipment as per GNR155		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Mine Health and Safety Plan, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Mine Health and Safety Plan and the Employer's Safety Specifications will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Mineral Resources.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer for failure on the Contractor's part to comply with the provisions of the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993., and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)



T2.2 LIST OF RETURNABLE DOCUMENTS3

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Valid Asbestos Certificate or a signed agreement with a certified Asbestos Contractor, (Pro forma Agreement on T2.4.9)	RD.61
T2.2.2 SARS Tax Compliance status Pin and Proof of CSD registration ie MA xxxxxxxxxxxx number	RD.62
T2.2.3 Latest UIF return	RD.63
T2.2.4 Confirmation of employment equity policy from the Department of Labour	RD.64
T2.2.5 Form of intent to provide a performance guarantee	RD.65
T2.2.6 Proof of compliance with COID Act	RD.66
T2.2.7 Registration certificate / Agreement / Powers of Attorney / I.D. Document	RD.67
T2.2.8 Company Financial statements	RD.68
T2.2.9 Proof of registered and graded by the Construction Industry Development Board (CIDB)	RD 69
T2.2.10 Valid and certified BBBEE Verification Certificate or Sworn Affidavit	RD 70



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T2.2.1 Valid Asbestos Certificate

The Tenderer shall attach hereto the Contractor's Asbestos Certificate or a signed agreement with a certified Asbestos Contractor (from the Department of Labour).

The Contractor may use the Pro Forma of Sub-contract Agreement, T2.4.9 for the agreement with certified Asbestos Contractor



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T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration

The Tenderer must attach hereto a copy SARS Tax Compliance status Pin and Proof of CSD registration i.e. MAAA number/ CSD report.



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T2.2.3 Latest UIF Return

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return. A separate Return is required for each member of the Joint Venture (If Applicable).



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T2.2.4 Confirmation of Employment Equity Policy from the Department Of Labour

The Tenderer must attach hereto a copy of the confirmation from the department of labour that their Employment Equity Policy has been submitted.



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T2.2.5 Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.



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T2.2.6 Proof of Compliance with COID Act

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).



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T2.2.7 Registration Certificate / Agreement / Powers of Attorney /ID Document (if Applicable)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.1 must be inserted here.



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T2.2.8 Company Financial statements

The Tenderer must attach hereto a copy of the Financial Statements for the past three (3) years: Balance Sheet/ Income Statement/ Cash flow Statements.



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T2.2.9 Proof of registered and graded by the Construction Industry Development Board (CIDB)

The Tenderer must attach hereto a copy of the registered and graded by the Construction Industry Development Board (CIDB)



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T2.2.10 Valid and certified BBBEE verification certificate or sworn affidavit

The Tenderer must attach hereto a copy of a valid and certified BBBEE verification certificate or sworn affidavit



T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
3. Returnable Schedules that will be incorporated into the contract	
T2.3.1 Preliminary programme	RD.72
T2.3.2 Amendments, qualifications and alternatives	RD.73
T2.3.3 Insurance cover to be effected by the contractor	RD.75
T2.3.4 Price variation on special materials	RD.76



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T2.3.2 Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*



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- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.

SIGNATURE: DATE:
 (of person authorized to sign on behalf of the Tenderer)



T2.3.3 Insurance Cover to be effected by the Contractor

The Contractor and his subcontractors shall, in terms of the Contract Data, effect the insurances detailed in clause 5.3.1 of the Contract Specific Data (C1.2). The prescribed documents (or other satisfactory proof of cover) in respect of these insurances shall be attached hereto and shall include but not be limited to:

- a) Insurance of Construction Plant;
- b) Insurance under provisions of the COID Act;
- c) Common Law Liability Insurance for an amount not less than that stated in the Project Information Schedule;
- d) Motor Vehicle Liability Insurance; and
- e) Any additional insurances deemed necessary for items not insured in terms of the insurance effected by the Employer.

Should the Contractor, within the prescribed period, not submit the required documents, the Engineer will be entitled to withhold payment certificates in terms of the contract until the Contractor has complied with these requirements.



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T2.3.4 Price Variation on Special Materials

The following Special Materials are subject to price variation, in accordance with Clause 6.8.3 of the Conditions of Contract, as detailed below:

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

**T2.4 LIST OF RETURNABLE SCHEDULES**

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.4.1 Site specific mine health and safety plan	RD.78
T2.4.2 Quality plan	RD.79
T2.4.3 Addenda to the tender documents	RD.80
T2.4.4 Minutes of the pre-tender clarification meeting and site inspection	RD.81
T2.4.5 Contractor Competency Evaluation	RD.82
T2.4.6 Hazardous Identification Risk Assessment	RD.83
T2.4.7 Acknowledgement of Volume 2 OHS Specs	RD.84
T2.4.8 Site specific COVID Management Plan	RD.85
T2.4.9 Pro Forma of Asbestos Sub-contract Agreement	RD 86



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T2.4.1 Site Specific Mine Health and Safety Plan

The Tenderer shall attach to this page the Contractor's Site Specific Mine Health and Safety Plan.



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T2.4.2 Quality Plan

The Tenderer shall attach to this page the Contractor's Quality Plan covering the following items as a minimum if applicable:

- Concrete mix control;
- Material certification and control;
- Compliance with specifications and standards;
- Off-site quality control; and
- On-site quality control



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T2.4.3 Addenda to the Tender Documents

Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Employer.



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T2.4.4 Site Inspection Certificate for the Pre-Tender Clarification Meeting

Pre-tender site inspection certificate will be issued to attendees of the clarification meeting and should be inserted here.



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T2.4.5 Contractor Competency Evaluation Form

Complete the “SHE CONTRACTOR’S COMPETENCY EVALUATION FORM” included in OHS Specifications and Environmental Management Plan.



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T2.4.6 Hazardous Identification Risk Assessment

Complete the “HAZARDS IDENTIFICATION RISK ASSESSMENT” form included in Mine Health and Safety Specifications and Environmental Management Plan.



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T2.4.7 Acknowledgement of JV Volume 2 OHS Specs

Complete the “Acknowledgement of OHS Specification” included in OHS Specifications and Environmental Management Plan.

(The form is attached as the RETURNABLE ANNEXURE A of the OHS specifications.)



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T2.4.8 Site specific COVID Management Plan

The Tenderer shall attach to this page the Contractor's Site Specific COVID Management Plan



T2.4.9 Pro Forma Asbestos subcontract agreement

REHABILITATION OF BERWICK 341 ASBESTOS MINE

PRO FORMA FORMS:

GENERAL CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION WORKS (FIRST EDITION) 2018

in accordance with
CORRECTIONS Version 2 - May 2018, TO THE 1st PRINT

AGREEMENT AND CONTRACT DATA



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PRO FORMAS – ASBESTOS SUBCONTRACTING

The General Conditions of Subcontract for Construction Works has been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the party or parties as relevant, shall form part of the Subcontract.

Appendix 1: Pro Forma Asbestos Subcontract Form of Offer and Acceptance

Appendix 2: Pro Forma Asbestos Subcontract Data



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**PRO FORMA
ASBESTOS SUBCONTRACT FORM OF OFFER AND ACCEPTANCE
(Agreement)**

Offer

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

.....
.....

The Tenderer (Subcontractor), 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 (Subcontractor), deemed to be duly authorised, signing this part of this Subcontract Form of Offer and Acceptance, the Tenderer (Subcontractor) offers to perform all of the obligations and liabilities of the Subcontractor under the Subcontract 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 Subcontract identified in the Subcontract Data.

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

.....
..... Rand (in words); R..... (in figures).

This Offer may be accepted by the Contractor by signing the Acceptance part of this Subcontract 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 Subcontractor in the Conditions of Subcontract identified in the Subcontract Data.

For the Tenderer (Subcontractor):

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

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

Signature and name of witness:

.....
Signature
.....



Name

.....
Date

Acceptance

The CONTRACTOR will complete and sign the form of Acceptance

By signing this part of this Form of Offer and Acceptance, the Contractor identified below accepts the Tenderer’s Offer. In consideration thereof, the Contractor shall pay the Subcontractor the amount due in accordance with the Conditions of Subcontract identified in the Subcontract Data. Acceptance of the Tenderer’s Offer shall form an agreement between the Contractor and the Tenderer upon the terms and conditions contained in this Agreement and in the Subcontract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part 1 Agreements and Subcontract Data, (which includes this Agreement)
- Part 2 Subcontract Pricing Data
- Part 3 Subcontract Scope of Work
- Part 4 Subcontract Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 Contractor during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, 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 Contractor’s agent (whose details are given in the Subcontract 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 Subcontract identified in the Subcontract 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 Subcontractor) within five days of the date of such receipt notifies the Contractor, in writing, of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Contractor:



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.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

.....
.....

Signature and name of witness:

.....
Signature

.....
Name

.....
Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Contractor prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's (Subcontractor'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 it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Subcontract.

1. **Subject**

Details

2. **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Contractor and the Tenderer (Subcontractor) 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



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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 (Subcontractor) and the Contractor 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 (Subcontractor) 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 (Subcontractor):

For the Contractor:

.....

Signature

.....

.....

Name

.....

Name and address of organisation:

Name and address of organisation:

.....

.....

.....

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....



CONFIRMATION OF RECEIPT

The Tenderer, (now Subcontractor), identified in the Offer part of this Agreement hereby confirms receipt from the Contractor, 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:

theday ofmonth 20....(year)

at (place)

For the Subcontractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name



**PRO FORMA
ASBESTOS SUBCONTRACT DATA**

Please note that the words in italics are guidance notes and do not form part of the Subcontract Data.

SUBCONTRACT DATA FOR.....
(The title of the Works)

PART 1: DATA PROVIDED BY THE CONTRACTOR

CONDITIONS OF SUBCONTRACT

The General Conditions of Subcontract for Construction Works, First Edition (2018) available from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this subcontract.

SUBCONTRACT SPECIFIC DATA

The following subcontract specific data, referring to the General Conditions of Subcontract for Construction Works, First Edition (2018), are applicable to this Subcontract:

Compulsory Data

GCC Clause	Information
Clause 1.1.1.5	The Commencement Date is
Clause 1.1.1.9	The name of the Subcontractor is
Clause 1.1.1.13	The Defects Liability Period is
Clause 1.1.1.14	The time for achieving Practical Completion is
Clause 1.1.1.36	The name of the Contractor is
Clause 1.1.1.36	The address of the Contractor is
Clause 1.1.1.26	The Pricing Strategy is
Clause 5.3.1	Clause 5.3.1: The documentation required before commencement with Subcontract Works execution are: <ul style="list-style-type: none"> • Subcontract Health and Safety Plan (Refer to Clause 4.3) • Subcontract Initial programme (Refer to Clause 5.6) • Subcontract Security (Refer to Clause 6.2) • Subcontract Insurance (Refer to Clause 8.6) • •
Clause 5.3.2:	The time to submit the documentation required before commencement with Subcontract Works execution isdays

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GCC Clause	Information
Clause 5.8.1 and 5.1.1	The non-working days are The special non-working days are
Clause 5.13.1:	The penalty for failing to complete the Subcontract Works is
Clause 5.14.1:	The requirements for achieving Subcontract Practical Completion are
Clause 5.13.1	The latent defect period is
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Subcontract Permanent Works is
Clause 6.10.3	The latent defect period is 10 years.
Clause 6.10.3	The limit of retention money is
Clause 8.6.1.1.2	The value of Plant and materials supplied by the Subcontractor to be included in the Subcontract insurance sum is
Clause 8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the Subcontract insurance sum is.....
Clause 8.6.1.3	The limit of indemnity for Subcontract liability insurance is
Clause 5.4.2	The access to the Subcontract Site shall not be exclusive to the Subcontractor but as set out in the Subcontract Site Information.
Clause 10.7.1	The determination of disputes shall be by



PART 2: DATA PROVIDED BY THE SUBCONTRACTOR

GCC Clause	Information																
Clause 1.1.1.9	The name of the Subcontractor is The contact person is																
Clause 1.2.1.2	The address of the Subcontractor is: Physical Postal Tel: Fax: Email:																
Clause 1.1.1.14	The time for achieving Subcontract Practical Completion is The times for achieving Subcontract Practical Completion for the portions as set out in the Subcontract Scope of Works are																
Clause 6.2.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%; text-align: center;">Type of security <i>(Indicate if Value Added Tax is excluded from the Subcontract Sum and the value of the Works for calculating the percentages)</i></th> <th style="width: 20%; text-align: center;">Subcontractor choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Cash deposit of ...% of the Subcontract Sum.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Fixed Performance guarantee of ... % of the Subcontract Sum.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Variable Performance Guarantee of ... % of the Subcontract Sum for the first period and ... % of the Subcontract Sum for the second period.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Retention of ...% of the value of the Subcontract Works.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Cash deposit of ...% of the Subcontract Sum plus retention of ...% of the value of the Subcontract Works.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Fixed Performance guarantee of ...% of the Subcontract Sum plus retention of ...% of the value of the Subcontract Works.</i></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><i>Variable Performance Guarantee of ... % of the Subcontract Sum for the first period and ... % of the Subcontract Sum for the second period plus retention of ... % of the value of the Subcontract Works.</i></td> <td style="text-align: center;"></td> </tr> </tbody> </table> <p>Note: In the CIDB Standard for Uniformity in Construction Procurement in section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."</p>	Type of security <i>(Indicate if Value Added Tax is excluded from the Subcontract Sum and the value of the Works for calculating the percentages)</i>	Subcontractor choice. Indicate "Yes" or "No"	<i>Cash deposit of ...% of the Subcontract Sum.</i>		<i>Fixed Performance guarantee of ... % of the Subcontract Sum.</i>		<i>Variable Performance Guarantee of ... % of the Subcontract Sum for the first period and ... % of the Subcontract Sum for the second period.</i>		<i>Retention of ...% of the value of the Subcontract Works.</i>		<i>Cash deposit of ...% of the Subcontract Sum plus retention of ...% of the value of the Subcontract Works.</i>		<i>Fixed Performance guarantee of ...% of the Subcontract Sum plus retention of ...% of the value of the Subcontract Works.</i>		<i>Variable Performance Guarantee of ... % of the Subcontract Sum for the first period and ... % of the Subcontract Sum for the second period plus retention of ... % of the value of the Subcontract Works.</i>	
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Clause 6.5.1.2.3	Dayworks: The percentage allowance to cover overhead charges is%																

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GCC Clause	Information		
Clause 6.8.3	The variation in cost of special materials is;		
	Type of Special Material	Unit	Price

