

**TWO STAGE TENDER FOR THE APPOINTMENT OF A PANEL OF CONTRACTORS TO EXECUTE THE  
SEALING OF DERELICT HOLINGS\_MTK 20/2021**



Volume 1

Part 1: Agreement and Contract Data

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## **C1.2 FORMS OF SECURITIES**

### **FORMS FOR COMPLETION BY THE CONTRACTOR**

**THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER  
THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER**

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The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. An original document, from a financial institution, with the same text will be provided by the Contractor within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

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**PRO FORMA**

(To be completed during stage 2 by successful Tenderer only at a later stage)

**FORM OF GUARANTEE**

Contract No. \_\_\_\_\_

WHEREAS MINTEK (hereinafter referred to as “the Employer”) entered into a Contract with

\_\_\_\_\_ (hereinafter called “the Contractor”)

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of

**CONTRACT NO. MTK 20/2021: TWO STAGE TENDER FOR THE APPOINTMENT OF A PANEL OF CONTRACTORS TO EXECUTE THE SEALING OF DERELICT HOLINGS**

at \_\_\_\_\_

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

AND WHEREAS \_\_\_\_\_ has/have at the request of the Contractor, agreed to such guarantee;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alteration of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

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4. This guarantee shall remain in force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of \_\_\_\_\_  
\_\_\_\_\_ (R \_\_\_\_\_)
6. The guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

As witnesses

1. \_\_\_\_\_

\_\_\_\_\_  
Signature

2. \_\_\_\_\_

Duly authorised to  
sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**BLASTING INDEMNITY (note – no blasting will be permitted on this Contract)**

Contract No. MTK 20/2021

Given by \_\_\_\_\_

\*Company Registration No. \_\_\_\_\_

Address \_\_\_\_\_

a \*Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \*Public Company (hereinafter called the Contractor), represented herein by \_\_\_\_\_ in his capacity as the Contractor's \_\_\_\_\_ duly authorised hereto by a resolution of the Contractor dated \_\_\_\_\_ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with Mintek (hereinafter called the Company) for,

\_\_\_\_\_ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

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THUS DONE AND SIGNED for and on behalf of the Contractor at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the subscribing witnesses.

**AS WITNESSES**

1. \_\_\_\_\_  
SIGNATURE
  
2. \_\_\_\_\_  
DESIGNATION OF SIGNATORY

\*Delete which does not apply

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## **OCCUPATIONAL HEALTH AND SAFETY UNDERTAKING**

I, the undersigned \_\_\_\_\_  
in my capacity as \_\_\_\_\_  
of the firm \_\_\_\_\_

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
- 1.1 comply strictly with the provisions of the Mine Health and Safety Act of 1996 and the Occupational Health and Safety Act No. 85 of 1993 (as amended) and/or the regulations promulgated in terms thereof, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any MINTEK buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by MINTEK; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, MINTEK -
- 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against MINTEK and/or any liability that MINTEK may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or MINTEK clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against MINTEK and any damages for which I, managers or directors of my firm hold MINTEK liable.
- 3.0 My firm's compensation commissioner number is \_\_\_\_\_  
and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.

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4.0 I hereby confirm that I have the authority to sign this undertaking and that MINTEK is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day

of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

As witnesses:

1 \_\_\_\_\_

2 \_\_\_\_\_

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**TRANSFER OF RIGHTS AND INDEMNITY**

**(To be completed during construction by successful Tenderer only)**

**Claim for materials on site, Payment Certificate No. .... Date .....**

**Contract No: ..... For (contract title) .....**

I, the undersigned (name of signatory), ..... in my capacity as  
 ..... of (name of Contractor) .....

Duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, titles and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favor of (name of Employer) .....  
 Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by constitutum possessorium.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from Employer or from any other person on behalf of the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
<b>TOTAL VALUE OF MATERIALS AND GOODS</b>					

**Signed by:** ..... **Date:** .....  
 For and behalf of the Contractor

**Witnessed by:** ..... **Date:** .....

**Note: this from, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015 Third Edition.**