

TCTA

TENDER NO.: 047/2025/PMID/MAINTENANCE/RFB

**FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE
TREATMENT PLANT FOR A PERIOD OF 60 MONTHS**

OVERALL TABLE OF CONTENTS

Volume 1 Tendering Procedures

- T1 Tendering Procedures**
- T1.1 Tender Notice and Invitation to Tender
- T1.2 Conditions of Tender and Tender Data
- T1.3 Tender Evaluations

Volume 2 Returnable Documents

- T2.1 List of Returnable Documents
- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the contractor)
- C2.2 Bill of Quantities
- T2.2 Returnable Schedules

Volume 3 Contract

- C1.2 Contract Data (Part 1: Data provided by the Employer)

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Works

- C3.1 Scope of the works
- C3.2 Procurement
- C3.3 Works Activities
- C3.4 Specifications

Part C4: Site Information

- C4.1 Site Information

Part D1: Pro-Forma Documents

TCTA

TENDER NO.: 047/2025/PMID/MAINTENANCE/RFB

**FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE
TREATMENT PLANT FOR A PERIOD OF 60 MONTHS**

TABLE OF CONTENTS – VOLUME 2

OVERALL TABLE OF CONTENTS

TABLE OF CONTENTS – VOLUME 2

T2.1	List of Returnable Documents
C1.1	Form of Offer and Acceptance
C1.2	Contract Data Part 2: Data provided by the contractor
C2.2	Bill of Quantities
T2.2	RETURNABLE SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS**THE TENDERER IS REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS WITH THE TENDER:**

	FORM	DESCRIPTION	MANDATORY/ NON-MANDATORY	*ENVELOPE NO.
ADMINISTRATIVE COMPLIANCE	A1	RECORD OF ADDENDA TO TENDER DOCUMENTS	Non-MANDATORY	1
	A2	CERTIFICATE OF INSURANCE COVER	NON-MANDATORY	1
	A3	TENDERER'S BANK DETAILS	NON-MANDATORY	1
	A4	SCHEDULE OF CURRENT COMMITMENTS	NON-MANDATORY	1
	A5	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	NON-MANDATORY	1
	A6	CERTIFICATE OF REGISTRATION WITH CIDB	MANDATORY	1
	A7	SBD 1 – INVITATION TO BID	NON-MANDATORY	1
	A8	SBD 4 - BIDDERS DISCLOSURE	NON-MANDATORY	1
	A9	SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PPR 2022	NON-MANDATORY	1
	A9.1	B-BBEE CERTIFICATE	NON-MANDATORY	1
	A10	ACKNOWLEDGEMENT OF THE RFB	NON-MANDATORY	1
	A11	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)	NON-MANDATORY	1
	A12	CERTIFICATE OF TAX COMPLIANCE	NON-MANDATORY	1
	A13	AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993	NON-MANDATORY	1
	A14	PERFORMANCE SECURITY	NON-MANDATORY	1
A15	ADVANCE PAYMENT SECURITY	NON-MANDATORY	1	
FUNCTIONAL PROPOSAL	1	COMPANY EXPERIENCE	NON-MANDATORY	1
	2	PERSONNEL EXPERIENCE	NON-MANDATORY	1
	3	COMPLETION CERTIFICATES	NON-MANDATORY	1
EVALUATION & CONTRACT	C1.1	FORM OF OFFER AND ACCEPTANCE	MANDATORY	2
	C1.1	Schedule of Deviations	Non-MANDATORY	2
	C1.2	CONTRACT DATA (PART 2: DATA PROVIDED BY THE CONTRACTOR)	MANDATORY	2
	C2.2	BILL OF QUANTITIES	MANDATORY	2
	C2.2	STAFFING REQUIREMENTS	MANDATORY	2
	C2.2	ADDITIONAL STAFF	MANDATORY	2

*SCHEDULES/DOCUMENTS TO BE INCLUDED IN THE

- FUNCTIONAL OFFER (ENVELOPE 1)
- FINANCIAL PROPOSAL (ENVELOPE 2)

C1.1 : FORM OF OFFER AND ACCEPTANCE

Form of Offer

TO:
Trans-Caledon Tunnel Authority
PO Box 10335
Centurion
South Africa
0046

Trans-Caledon Tunnel Authority, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
.....Rand (in words);
R..... (in figures) (or other suitable wording)

This offer may be accepted by TCTA by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in the Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Signature(s)			
Name(s)			
Capacity for the tenderer			
Name and address of tenderer			
Name and signature of witness		Date	
Name and signature of witness		Date	

Form Of Acceptance

By signing this part of this form of offer and acceptance, Trans-Caledon Tunnel Authority (TCTA) identified below accepts the tenderer’s offer. In consideration thereof, TCTA shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between TCTA and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and TCTA during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact TCTA’s agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies TCTA in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)			
Name(s)			
Capacity			
for TCTA			
Employer’s Name and Address	Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Part, Olievenhoutbosch Rd, Centurion, 0157		
Name and signature of witness		Date	
Name and signature of witness		Date	

Schedule of Deviations

Notes:

1. *The extent of deviations from the tender documents issued by TCTA before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which 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 Contract.*

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this agreement, TCTA and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and TCTA during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 CONTRACT DATA (PART 2: DATA PROVIDED BY THE CONTRACTOR)

**PART C1.2: CONTRACT DATA
(PART 2: DATA PROVIDED BY THE CONTRACTOR)**

Data Provided by the Contractor:

The Contractor is :

Address :

Telephone :

Facsimile :

E-mail :

The authorised and designated representative of the Contractor is:

Name :

The address for receipt of communications is:

.....

Telephone :

Facsimile :

E-mail :

Address :

C2.2 BILL OF QUANTITIES

047/2025/PMID/MAINTENANCE/RFB: FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS.

ITEM NO	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>OPERATIONS AND MAINTENANCE</u>				
		<u>OPERATIONS FEE</u>				
1		OPERATOR'S ESTABLISHMENT AND DE-ESTABLISHMENT				
1.1		<u>Establishment:</u>	Sum	1		
		Establishment of any new Facility required for operation of plant.				
1.2		<u>De-establishment:</u>	Sum	1		
		The Sum shall cover the cost of removal of the establishment in 1.1 above.				
1.3		5 senior staff members required for one month training prior to taking over site.	Sum	1		
1.4		Cost of maintaining the Operator's establishment.	Months	60		
2		OPERATIONS				
2.1	Agreement in its entirety	Day-to day (7 days a week 24 hours per day) operation of WTP and costs of meeting all contractual obligations not priced separately elsewhere in this Schedule, including but not limited to human resources, management, communications and reports, baseline survey, asset inventory, documents, laboratory operation, contingency and emergency plans, training, purchasing, administration, accounting legal services, payroll, technical support, transport (includes 2x high clearance - 4x4 vehicle for TCTA personnel), insurances, utilities, waste management, sewage waste, slaker waste, dust suppression and access road maintenance, grass maintenance on site and along pipelines and powerline servitudes, major and minor cleaning operations, spills cleaning, certification of lifting equipment, Operation and maintaining of CMMS, updating of O&M manuals.	Months	60		
		<i>Note: i) The rate for Item 2.1 is fixed for a period of one year. The rate for subsequent years will be adjusted in accordance with Sub-clause 8.18</i>				
		<i>ii) Special attention is drawn to the requirements of Clause 19 for insurances. iii) A full breakdown of operational fee to be submitted.</i>				
TOTAL CARRIED FORWARD						

ITEM NO	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
3		VARIABLE PERFORMANCE FEE				
3.1	Clause 7.1	Variable performance fee (percentage of item 2.1 of the Operations Fee)	%	5		
		<i>Note: This fee is paid annually in three equal portions. The annual amount is reduced by any deductions for non-compliance by the Operator with requirements of the Agreement as specified.</i>				
4		SAMPLING AND LABORATORY TESTING				
4.4.1	Part D1	Sampling equipment and consumables	Months	60		
4.4.2	Part D1	Testing including reagents and consumables	Months	60		
4.4.3	Part D1	Daily sampling of sludge within the sludge mixing box and testing by an external lab to the determine the TSS of the sample	Months	60		
4.4.4	Part D1	Hourly monitoring and tests	Months	60		
4.4.5		Additional laboratory equipment or replacement of existing laboratory equipment	Prov Sum	1		1 500 000.00
		<u>SANAS Accredited External Laboratory</u>				
4.4.7	Part D1	Costs of external laboratory tests	Prov Sum			800 000.00
4.4.8		Operator's % mark-up on invoices submitted for provisional sums at 4. above	%			
5		SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT				
5.1	Sub-clause 3.11	Compliance with the OHS Act including provision of PPE and submission of and implementation of all required procedures and plans.	Months	60		
5.2		Identification of hazardous materials or products and provide appropriate MSD sheets and install necessary signage	Sum	1		
5.3	Part D1	Environmental Compliance: Ground and surface water monitoring and compliance with all the OEMPr, NNR, DWS Directive and EA requirements	Months	60		
5.4	Part D1	Cost of implementing Audits outcome/OEMPr/NNR/DWS Directive/EA amendments and DEFF requirements	Prov Sum	1		1 000 000.00
TOTAL CARRIED FORWARD						

ITEM NO	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
6		SECURITY				
6.1	Sub-clause 3.15	Secure the Facility at all time against unauthorized access including the prevention of theft or damage to the Facility	Months	60		
6.2		Improvements to the existing Facility identified by the operator and approved by the Employer	Prov Sum			2 500 000.00
6.3		Operator's % mark-up on invoices submitted for provisional sums at 6. above	%			
7	Sub-clause 3.16	SUB - OPERATORS				
		<u>SCADA</u>				
		<i>(Staro Process Control)</i>				
7.1	Sub-clause 3.10	Support for SCADA system	Prov Sum			2 000 000.00
		<u>AMD Abstraction Pump Station</u>				
		<i>Andritz Pumps / Carl Hamm</i>				
7.2	Part D1	Routine maintenance in accordance with the requirements of the O&M Manual	Prov Sum			25 000 000.00
		<u>Shaft Inspections</u>				
		<i>(Mines Rescue Services or Equally competent service provider)</i>				
7.3		Annual inspections of the shaft	Prov Sum			400 000.00
		<u>Generators</u>				
7.4	Part D1	Routine maintenance in accordance with the requirements of the O&M Manual	Prov Sum			1 500 000.00
7.5		Operator's % mark-up on invoices submitted for provisional sums at 7. above (subcontractors and contractors invoices)	%			
TOTAL CARRIED FORWARD						

ITEM NO	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
8		PROTECTION OF ASSETS AND MAINTENANCE OF FACILITIES				
8.1	Clause 5.10	Provision for maintaining Computerized Maintenance Management System (CMMS) including all costs for licences, software upgrade hardware upgrade, data capture, and to apply and utilise the system's full capabilities during the Contract Term. (Refer to Annexure E Section 3 for more details)	Sum	1		
		Baseline Surveys - Corrections				
8.2	Clause 5.3 (1)	Corrections or repairs resulting from baseline condition survey (civil, structural and site-related assets, mechanical and electrical equipment)	Prov Sum	1		3 000 000.00
8.3	Clause 5.3 (1)	Corrections or repairs resulting from initial inventory/condition survey (laboratory equipment and instrumentation)	Prov Sum	1		400 000.00
		Routine Maintenance				
		<u>Preventative Maintenance</u>				
8.4	Clause 5	Preventative maintenance (civil, structural and site-related assets, mechanical and electrical equipment)	Prov Sum	1		25 000 000.00
8.5	Clause 5	Preventative maintenance (laboratory equipment and instrumentation)	Prov Sum	1		1 500 000.00
		<u>Corrective Maintenance (Repairs)</u>				
8.6	Clause 5	Corrective maintenance (civil, structural and site-related assets, mechanical and electrical equipment)	Prov Sum	1		30 000 000.00
8.7	Clause 5	Corrective maintenance (laboratory equipment and instrumentation)	Prov Sum	1		1 500 000.00
		Requests by Employer				
8.8	Sub-clause 5.8	Replacement of mechanical, electrical equipment and civil	Prov Sum			40 000 000.00
8.9		Social Development	Prov Sum			1 000 000.00
8.10		Operator's % mark-up on invoices submitted for provisional sums at 8. above for replacements (labour, hired plant, consumables, specialized testing, etc.)	%			
TOTAL CARRIED FORWARD						

ITEM NO	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
9		Provisional Sums for Chemicals and Diesel				
		<i>Note: There is no Operator's mark-up on chemical and diesel supplies as these are covered by the advance payment provided by the Employer.</i>				
9.1	Part D1	Chemicals				
		<u>Unslaked Lime</u>				
		<i>Estimated maximum monthly requirement (6000 tons)</i>				
9.1.1		Supply, deliver to site and offload	Prov Sum			150 000 000.00
		<u>Limestone</u>				
		<i>Estimated maximum monthly requirement (4000 tons)</i>				
9.1.2		Supply, deliver to site and offload	Prov Sum			80 000 000.00
		<u>Polyelectrolyte</u>				
		<i>Estimated maximum monthly requirement (10 tons)</i>				
9.1.3		Supply, deliver to site and offload	Prov Sum			25 000 000.00
9.2	Part D1	Diesel for generator				
9.2.1		Supply of diesel fuel for standby power generation as per O&M Manual	Prov Sum			2 000 000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY

BILL	DESCRIPTION	AMOUNT
1	PRELIMINARIES	
2-9	OPERATIONS AND MANAGEMENT	
	SUBTOTAL	
	ADD _____ % ALLOWANCE FOR ESCALATION (CPA)	
	SUBTOTAL INCLUDING ESCALATION	
	ADD VAT	
	TOTAL CARRIED TO FORM OF OFFER	

1. STAFFING REQUIREMENTS (To be enclosed in Envelope 2)

The EASTERN BASIN AMD treatment plant is classified as Class A under the “DWS Water Services Act 1997. Regulations Relating to Compulsory National Standards for Process Controllers and Water Services Works” dated 23 October 2005.

Staffing requirements for EASTERN BASIN AMD treatment plant shall be as follows:

CLASS OF WORKS: SCHEDULE 2 (A)						
DESIGNATION	NO	Level*	FUNCTION	Monthly Rate		Billing rate
				Salary (1)	Mark-up (2)	1+2
Responsible Manager (Note 1) (BSc, BEng in Engineering (or Equivalent NQF 8)	1	S	Responsible for the overall management of the contract and will be the liaison between Employer and Operator.			
Operations Manager (Note 1) (BSc, BEng in Chemical Engineering (or Equivalent NQF 8)	1	S	Responsible for overall operation of the Facility			
Site Supervisor National Certificate for Water and Waste Water Treatment Process Operations	1	S	Provide assistance to Operations Manager			
Maintenance Manager (GMR 2.1, Note 1) (BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	1	S	Responsible for overall maintenance of the Facility Generated power is greater than 3 000 kW and therefore required by Law			
Process Engineer ((BSc or BEng in Chemical Engineering)	1	S	Responsible for the quality of the discharged treated water			
Process Technician (BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	1	M	Provide assistance to Process Engineer			
Administrator/HR	1	M	Responsible for admin and HR matters			
SHEQ Officer-Environmental (Qualified Environmentalist) (BSc/BEng/BTech Environmental & SAMTRAC, HIRA Certificate)	1	M	Responsible for all Health and Safety related matters on site)			
Process Controllers (Registered Class VI)	4	S	Shift workers providing assistance to Process Engineer			
Process Controllers (Registered Class V or VI)	4	J	Shift workers providing assistance to Snr Process Controllers			

CLASS OF WORKS: SCHEDULE 2 (A)						
DESIGNATION	NO	Level*	FUNCTION	Monthly Rate		Billing rate
				Salary (1)	Mark-up (2)	1+2
Process Controllers/Shift Attendants (Registered Class V or VI)	4	M	Shift workers providing assistance to Snr Process Controllers			
Laboratory Analyst (Snr) (BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	1	M	Responsible for the operation of Laboratory and Testing			
Laboratory Analyst (Jr) (BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	2	J	Provide assistance to Snr Laboratory Analyst			
Laboratory Assistant (BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	1	J	Provide assistance to both Laboratory Analysts			
Mechanical Fitters (or suitably experienced) (Trade Test)	2	M	Responsible of mechanical work			
Mechanical assistant (Trade Test)	2	J	Provide assistance to mechanical fitters			
Electrician with control and MV switching (Red seal level)	2	M	Responsible for electrical work			
Electrical assistants (Trade Test)	2	J	Provide assistance to the Electrician			
Instrument Technician (Trade Test)	1	M	Responsible for all instrumentation work on site			
General Workers	6	J	Responsible for general work onsite			
TOTAL	39	-	-			

*S = Senior, M = Middle and J = Junior

Notes:

- GMR 2.1 is a requirement and any of the site-based management personnel (i.e. Responsible Manager, Operations Manager or Maintenance Manager) shall show proof of accreditation.**
- Refer to the Annexure J for minimum staffing requirements.**

2. ADDITIONAL STAFF (To be included in Envelope 2)

Based on the Operator’s experience in the operation of similar sized plants the Operator can list additional staff that is required to effectively operate the Plant.

Additional Staff	Monthly Rate		Billing Rate
	Salary (1)	Mark-up (2)	1+2
General workers Gradeno. off....			
General workers Gradeno. off....			
General workers Gradeno. off....			
General workers Gradeno. off....			
Additional Resources			
To be listed by the Operator			
(1.)			
(2.)			
(3.)			
(4.)			
(5.)			

T2: RETURNABLE DOCUMENTS

T2: RETURNABLE DOCUMENTS

T2.2: RETURNABLE SCHEDULES

T2.2.1 LIST OF RETURNABLE DOCUMENTS

FORM A1 – RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from TCTA 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.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE TENDERER:

FORM A2: CERTIFICATE OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

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

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor’s Equipment

Company:

Value:

- Insurance for Contractor’s Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED ON BEHALF OF THE TENDERER:

FORM A3: TENDERER’S BANK DETAILS

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank’s letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender.
- 2. The tenderer’s banking details as they appear below shall be completed.
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:.....
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details
-

SIGNED ON BEHALF OF THE TENDERER:

FORM A4: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

1. The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 10 contracts and 10 tenders. If a tenderer’s actual commitments or potential commitments are greater than 10 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1 Contracts awarded				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED				
Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

SIGNED ON BEHALF OF THE TENDERER:

FORM A5: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in TCTA terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer’s misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

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

SIGNED ON BEHALF OF THE TENDERER:

FORM A6: CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor’s Listing of the CIDB website or proof of application. (www.cidb.org.za)

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Notes to tenders

- Tenderers’ attention is drawn to tender data clause C.2.1.
- In the case of Joint venture/ subcontractors, each member of the Joint venture / subcontractor must complete this form

FORM A7 - SBD 1 – INVITATION TO BID**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TRANS-CALEDON TUNNEL AUTHORITY					
BID NUMBER:	047/2025/PMID/MAINTENANCE/RFB	CLOSING DATE:	16 APRIL 2026	CLOSING TIME:	12H00
DESCRIPTION	FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
First Floor Building 9 Byls Bridge Office Park Cnr Olivenhoutsbosch & Jean Avenue Doringkloof, Centurion 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Colbert Makhubele		CONTACT PERSON	Colbert Makhubele	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders04@tcta.co.za		E-MAIL ADDRESS	Tenders04@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

FORM A8 – SBD4 - BIDDER’S DISCLOSURE

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.

Full Name	Identity Number	Name of State institution

2.2 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:
.....
.....

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**

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.

2.3.1 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.

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

FORM A9 - SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to this bid:

- 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 exceed R50 million (all applicable taxes included), and therefore the 90/10 preference point system will be applicable in this tender.

1.3 Points for this tender shall be awarded for:

- a) Price; and
- b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 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.

1.6 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.

2. 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest 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—

- a) 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
- b) 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)
Tenderer must also submit a valid B-BBEE certificate issued by SANAS accredited verification agency to substantiate their points claimed for specific points.**

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 claimed (90/10 system) (To be completed by the tenderer)
100% black ownership	10	
75% - 99% black ownership	8	
60% - 74% black ownership	6	
51% - 59% black ownership	3	
0% - 50% black ownership	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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:

FORM A9.1 - B-BBEE CERTIFICATE

[TO BE ATTACHED HERE]

FORM A10 - ACKNOWLEDGEMENT OF THE RFB

Acknowledgement

We.....(name of Bidder), through our duly authorised representative, acknowledge that we have read, understand and accept the contents of the tender document in its entirety, and our submission constitutes a response thereto.

Name of Authorised Representative

Signature

Date

FORM A11- PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT).

The tenderer shall provide a pdf. copy of the supplier registration form from National Treasury Central Supplier Database (www.treasury.gov.za). In the case of a Joint Venture, a supplier registration form must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

(ATTACH HERE)

FORM A12: CERTIFICATE OF TAX COMPLIANCE

The tenderer shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of(name of company)
herewith grant consent that SARS may disclose to the TCTA our tax compliance status. For this purpose, our
unique security personal identification number (PIN) is our tax reference number is
and our tax clearance certificate number is

In the event of a Joint Venture / Consortium, each member shall comply with the above requirement.

FORM A13: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between **TRANS-CALEDON TUNNEL AUTHORITY (TCTA)** (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as: . ;

AND:

(hereinafter called the OPERATOR) of the other part, herein represented by

in his capacity as:

duly authorised to sign on behalf of the Operator.

WHEREAS the OPERATOR is the Mandatory of the EMPLOYER in consequence of an agreement between the OPERATOR and the EMPLOYER in respect of

THE OPERATION AND MAINTENANCE OF THE AMD TREATMENT PLANT AT EASTERN BASIN

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the OPERATOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The OPERATOR undertakes to acquaint the appropriate officials and employees of the OPERATOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The OPERATOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the OPERATOR, his officials and employees. The OPERATOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The OPERATOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the OPERATOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The OPERATOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the OPERATOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the OPERATOR, or to take such steps it may deem necessary to remedy the default of the OPERATOR at the cost of the OPERATOR.
5. The OPERATOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at _____ for and on behalf of the **OPERATOR**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: ...1.

2.

Thus signed at _____ for and on behalf of the **EMPLOYER**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

FORM A14: PERFORMANCE SECURITY

TCTA

ACID MINE DRAINAGE WORKS ON THE WITWATERSRAND GOLD FIELDS (AMD) PROJECT

CONTRACT NO 047/2025/PMID/MAINTENANCE/RFB

THE OPERATION AND MAINTENANCE OF THE AMD TREATMENT PLANT AT EASTERN BASIN

PERFORMANCE SECURITY – DEMAND GUARANTEE

To be provided to:

The Chief Executive
TCTA
First Floor
Building 9 Byls Bridge Office Park
Cnr Olivenhoutsbosch & Jean Avenue
Doringkloof, Centurion
0046

PERFORMANCE SECURITY No.

WHEREAS the TCTA has awarded Contract No. **047/2025/PMID/MAINTENANCE/RFB: THE OPERATION AND MAINTENANCE OF THE AMD TREATMENT PLANT AT EASTERN BASIN**

to

.....

(hereinafter called “the Operator”)

and whereas under the Contract the sum of

R..... (in figures)

R.....

..... (in words)

(The “Guaranteed Amount(s)”) has to be secured in respect of the performance of the Contract by the Operator.

We, the undersigned

...

..... and
(Name 1) (Name 2)

acting herein in our respective capacities as

..... and
(Position 1) (Position 2)

Of
(Institution)
(hereinafter called "the Bank")

and being duly authorised to sign and incur obligations in the name of the Bank under and in terms of a Resolution of the Board of Directors of the Bank, a notarised certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank that:

- 1. The Bank will :
 - 1.1 pay to TCTA within 28 calendar days from receipt of TCTA's first written demand and without proof of any breach of contract by the Operator other than the certificate specified in Clause 1.2 below, amounts not exceeding the Guaranteed Amount(s).
 - 1.2 make such payment to TCTA upon receipt by the Bank of a certificate signed by TCTA certifying that the Operator, in the opinion of TCTA, as at the date of issue of such certificate is in breach of its contractual obligations to TCTA under the Contract.
 - 1.3 make payment in the currency of the Contract of the Guaranteed Amount up to the maximum amount stipulated in the demand.
 - 1.4 make such payment to TCTA at an address within the Republic of South Africa designated by TCTA for this purpose.
- 2. The demand for payment together with this guarantee shall constitute prima facie proof of the Bank's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any court of law having jurisdiction.
- 3. Neither the failure of TCTA to enforce strict or substantial compliance by the Operator with his obligations nor any act, conduct, or omission by TCTA will discharge the Bank from liability under this guarantee.
- 4. The guarantee shall:
 - 4.1 remain in full force and effect from the date hereof, and shall expire upon the issue by the Engineer of the Performance Certificate in terms of the Contract.
 - 4.2 exist independently of the Contract or any amendment, variation or novation thereof.
 - 4.3 are returned to the Operator on expiration according to Clause 4.1 above.

- 4.4 not be ceded or assigned by TCTA, or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring or encumbering or alienating TCTA's rights hereunder.
- 4.5 be deemed to have been made in the Republic of South Africa and to be governed and construed by and in accordance with the laws of the Republic of South Africa to the jurisdiction of whose Court the Bank irrevocably submits itself. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Employer to take proceedings against the Bank in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions against the Bank preclude the taking of proceedings against the Bank in any other jurisdiction whether concurrently or not.

SIGNED ON THIS.....DAY OF.....2015

AT

(Place)

.....

(Signature 1)

and.....

(Signature 2)

AS WITNESSES:

1.

2.

Attachment: Resolution of Board of Directors (Certified Copy)

FORM A15: ADVANCE PAYMENT SECURITY

**TCTA
ACID MINE DRAINAGE WORKS ON THE WITWATERSRAND GOLD FIELDS (AMD) PROJECT
CONTRACT NO 047/2025/PMID/MAINTENANCE/RFB**

**THE OPERATION AND MAINTENANCE OF THE AMD TREATMENT PLANT AT EASTERN BASIN
ADVANCE PAYMENT SECURITY**

To be provided to

The Chief Executive
TCTA
First Floor
Building 9 Byls Bridge Office Park
Cnr Olivenhoutsbosch & Jean Avenue
Doringkloof, Centurion
0046

whereas TCTA

has awarded Contract No. **047/2025/PMID/MAINTENANCE/RFB: THE OPERATION AND MAINTENANCE OF THE AMD TREATMENT PLANT AT EASTERN BASIN** to (hereinafter called "the Contract")

to
(hereinafter called "the Operator")

and whereas under the Contract the sum of
is payable in advance against a bank guarantee.

We, the undersigned

..... and
(Name 1) (Name 2)

acting herein as

..... and
(Position 1) (Position 2)

of

(hereinafter called "the Bank")

and being duly authorised to sign and incur obligations in the name of the Bank under and in terms of a Resolution of the Board of Directors of the Bank, a certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank that :

- 1. The Bank will
 - 1.1 pay without delay to the TCTA on its first written demand and without proof of any breach of contract by the Operator other than the certificate specified in 1.2 below, amounts not exceeding in total :

R(

(figures) (words)

RAND)

(hereinafter called "the Guaranteed Amounts")

- 1.2 make such payment(s) to the TCTA upon receipt by the Bank of a certificate signed by TCTA certifying that the Operator, in his opinion, as at the date of issue of such certificate is in breach of its contractual obligations to the TCTA under the Contract;
- 1.3 make such payment(s) to the TCTA at an address designated by the TCTA for this purpose.
- 2. The demand for payment together with this guarantee shall constitute prima facie proof of the Bank's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any court of law having jurisdiction.
- 3. Neither the failure of the TCTA to enforce strict or substantial compliance by the Operator with the obligations nor any act, conduct, or omission by the TCTA prejudicial to the interests of the Bank will discharge the Bank from liability under this Guarantee.
- 4. The Guarantee shall:
 - 4.1 remain in full force and effect from the date hereof until the issue of a certificate signed by the Engineer appointed in terms of the Contract to the effect that the Operator has duly and fully discharged the obligations as provided for in the Contract in respect of repayment to the TCTA of the Guaranteed Amounts;
 - 4.2 exist independently of the Contract or any amendment, variation or notation hereof;
 - 4.3 not be ceded or assigned by the TCTA, or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring or encumbering or alienating the TCTA's rights hereunder;
 - 4.4 be governed by the Law of the Republic of South Africa.

SIGNED ON THIS DAY OF20

AT PLACE

SIGNATURE 1..... SIGNATURE 2.....

AS WITNESSES:

1..... 2.....

FORM 1: COMPANY EXPERIENCE

The experience of the company or each of the members in the joint venture, specialist suppliers and subcontractors must be stated below. List projects/name of plants (completing all columns in table) operated and maintained in South Africa and abroad.

FORM 1: TREATMENT PLANTS (Note 1)

Treatment Plants							
	Name of Plant	Client Authority	Size (ML/day)	Type of Plant (HDS/WWTP/WTP)	Time the plant was operated & maintained within a 10 year period	Duly authorized Contact person	Contact number
1							
2							
3							
4							
5							
6							

Notes :

- No points will be awarded for plants with a capacity of less than 20 ML/day. Points will only be allocated for plants starting from 20 ML/day and above.
- Duly authorised contact person: A person who can be contacted to verify the specific plant being referenced. The designated individual must also be able to arrange a site visit and provide access to the site when verification is conducted.
- If the listed subcontractor or specialist supplier is not available to form part of the project at the time it commences, an equivalent experienced subcontractor or specialist supplier must be contracted by the successful bidder, subject to employer's vetting and approval.
- Bidders to note that forms can be duplicated to fit the required experiences that they so wish to bring into the employer's attention for the purpose of evaluation.

FORM 2: PERSONNEL EXPERIENCE

	Position	Name	ID/Passport No.	Min. Qualification (Tick Appropriate Box)	Years of Experience				Total Years of Experience	
					Name of Plant	Type (HDS/WTP/ WWTP)	Start Date	End Date		
1	Responsible Manager			B. Eng./BSc in Engineering (or equivalent NQF 8)	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				
						7.				
2	Operations Manager			B. Eng./BSc in Chemical Engineering (or equivalent NQF 8)	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				
						7.				
3	Class 5 Operator (Site Supervisor)			National Certificate for Water and Waste Water Treatment Process Operations	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				

	Position	Name	ID/Passport No.	Min. Qualification (Tick Appropriate Box)	Years of Experience				Total Years of Experience	
					Name of Plant	Type (HDS/WTP/ WWTP)	Start Date	End Date		
4	Maintenance Manager			(BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				
						7.				
5	Process Engineer			B. Eng./BSc in Chemical Engineering	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				
6	Process Technician			(BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)	YES	1.				
						2.				
						3.				
					NO	4.				
						5.				
						6.				
7	GMR 2.1 Appointment			-		N/A				N/A

Notes:

- 1) **The individual's qualification certificates shall be submitted showing that they meet the minimum requirements**
- 2) **GMR 2.1 is a requirement and any of the site-based management personnel (i.e. Responsible Manager, Operations Manager or Maintenance Manager) shall show proof of accreditation. The accreditation will be required on award.**
- 3) **No roles will be shared, and points will be allocated for each individual.**
- 4) **Bidders to note that forms can be duplicated to fit the required experiences that they so wish to bring into the employer's attention for the purpose of evaluation.**

I HEREBY CONFIRM AND UNDERSTAND THAT I, THE TENDERER AND TCTA ARE BOUND BY TENDER DATA CLAUSE C.1.1.65 PROTECTION OF PERSONAL INFORMATION ACT

.....
Signature

.....
Date

.....
Name of Bidder

FORM 3: COMPLETION CERTIFICATES

The tenderer shall attach all final completion certificates for all projects listed in FORM 1 for verification purpose: - SCHEDULE OF WORK EXPERIENCE signed by the Engineer or Employer.