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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MINTEK

BID NUMBER: MTK 11/2012  CLOSING DATE: 20 SEPTEMBER 2012  CLOSING TIME: 12:00

DESCRIPTION: Strelley Asbestos Mine repair and re-vegetation

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Mintek
Private Bag X 3015
RANDBURG
2125

OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Mintek
200 Malibongwe Drive
RANDBURG
2125

Faxed or e-mailed bids will not be accepted.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER ...........................................................................................................................................
POSTAL ADDRESS ...........................................................................................................................................
STREET ADDRESS ...........................................................................................................................................
TELEPHONE NUMBER CODE.............NUMBER.............................................................................................
CELL PHONE NUMBER .......................................................................................................................................
FACSIMILE NUMBER CODE .............NUMBER................................................................................................
E-MAIL ADDRESS ..............................................................................................................................................
VAT REGISTRATION NUMBER...........................................................................................................................

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)........................................... □
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)............................... □
A REGISTERED AUDITOR ...........................................................................................................................................

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?

[IF YES ENCLOSE PROOF]

YES or NO

SIGNATURE OF BIDDER ……………………………………………………………………………………………………………………

DATE…………………………………………………………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED…………………………………………………………………………………………

TOTAL BID PRICE…………………………………………………… TOTAL NUMBER OF ITEMS OFFERED…………………………

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Mintek Finance: Head of Procurement
Contact person: Mr. Johan van Staden
Tel: 011 709 4236
Fax: 011 709 4120
E-mail address: johanst@mintek.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Reuben Meyerowitz
Tel: 011 709 4145
Fax: 011 709 4102
E-mail address: reubenm@mintek.co.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

6 Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

<table>
<thead>
<tr>
<th>Name of bidder</th>
<th>Bid number: MTK 11/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Time</td>
<td>12:00</td>
</tr>
<tr>
<td>Closing date</td>
<td>20 September 2012</td>
</tr>
</tbody>
</table>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
</table>

- Required by: ..................................................
- At: .................................................................
  .................................................................
- Brand and model  ................................................
- Country of origin ............................................... 
- Does the offer comply with the specification(s)?  *YES/NO
  If not to specification, indicate deviation(s)  *(deviation of price based on wholesale diesel price will Be allowed)*
- Period required for delivery ................................
  *Delivery: Firm/not firm*
- Delivery basis ..................................................

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable
ANNEXURE B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ……………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder², member): ………………………………………………………………………………………………………………………

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ………………………………………………………………………………………………………………………

2.5 Tax Reference Number: ………………………………………………………………………………………………………

2.6 VAT Registration Number: ………………………………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) 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);
(b) any municipality or municipal entity;
(c) Provincial legislature;
(d) National Assembly or the national Council of provinces; or
(e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder Presently employed by the state? YES / NO
2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ........................................
Name of state institution at which you or the person
Connected to the bidder is employed: ........................................
Position occupied in the state institution: ........................................

Any other particulars:
........................................................................................................
........................................................................................................
........................................................................................................

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
Work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
Document? YES / NO
(Note: Failure to submit proof of such authority, where
Applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
........................................................................................................
........................................................................................................
........................................................................................................

2.8 Did you or your spouse, or any of the company’s directors /
Trustees / shareholders / members or their spouses conduct
Business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
........................................................................................................
........................................................................................................
........................................................................................................

2.9 Do you, or any person connected with the bidder, have
Any relationship (family, friend, other) with a person
Employed by the state and who may be involved with
The evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
........................................................................................................
........................................................................................................
........................................................................................................

2.10 Are you, or any person connected with the bidder,
Aware of any relationship (family, friend, other) between
Any other bidder and any person employed by the state
Who may be involved with the evaluation and or adjudication?
Of this bid? YES/NO
2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members
Of the company have any interest in any other related companies
Whether or not they are bidding for this contract?  YES/NO

2.11.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….
……………………………………………………………………………..

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………..  ..……………………………………………
Signature                           Date
…………………………………. ………………………………………………
Position  Name of bidder

November 2011
SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance Fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on...
Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ............. = .............. (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ........................................% 
(ii) the name of the sub-contractor? ............................................................................
(iii) the B-BBEE status level of the sub-contractor? ............................................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

Note: It is a specific condition of this bid that no more than 25% of the contract value will be subcontracted.
9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the
shareholders and directors who acted on a fraudulent basis, from obtaining
business from any organ of state for a period not exceeding 10 years, after
the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ...........................................
   .............................................................................
   SIGNATURE(S) OF BIDDER(S)

3. .............................................
   DATE:............................................
   ADDRESS:.......................................
CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number MTK 11/2012 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Technical Specification(s);
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination
       - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

   NAME (PRINT) ..........................................................
   CAPACITY ..........................................................
   SIGNATURE ..........................................................
   NAME OF FIRM ......................................................
   DATE ..............................................................

WITNESSES

1. ..........................
2. ..........................
I……………………………………………. in my capacity as………………………………………………………………………..
Accept your bid under reference number MTK 11/2012 dated………………………for the supply of goods/works
Indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the
contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
</table>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ……………………………………..

SIGNATURE ……………………………………..

OFFICIAL STAMP

WITNESSES
1. …………………….  
2. …………………….
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. Failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................... ....................................................
Signature Date

.................................................... ....................................................
Position Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids' 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 (SBD 9) 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 Institution)

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 consortium\(^3\) will not be construed as collusive bidding.

---

\(^3\) 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.
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.

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.

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
BID SPECIFICATIONS

Repair and vegetation of the rehabilitated Strelley asbestos mine in the district of Kuruman, Northern Cape.

1. PREAMBLE

1.1. Glossary of terms

In this document, unless stated otherwise, the following terms shall have the meanings herein assigned:

Mintek Supervising Engineer A registered professional engineer appointed by Mintek and responsible for overall supervision of the project and the work of the contracting engineer in particular

Contracting engineer A registered professional civil or agricultural engineer directly employed by the winning bidder or as part of a formally documented consortium with that winning bidder and who is responsible for all relevant aspects of this bid specification.*

1.2. Aim

To invite bids for the appointment of a suitable qualified company or consortium that includes an engineer and a contractor for the repair and re-vegetation of the Strelley asbestos mine near the town of Kuruman in the Northern Cape Province. The site was already rehabilitated previously. The purpose of this project is to revegetate the rehabilitated area of the old mine and do slight repairs on the contours and borrow-pits. An old steel hopper or silo structure on the site will also be demolished and removed.

1.3. Background

Mintek, on behalf of the Department of Mineral Resources (DMR) seeks to employ, through an open tender process, a company or consortium to implement the preparation and seeding of a number of ownerless and derelict asbestos mines in South Africa that was rehabilitated. The work on each site has to be done according to Government’s policies on skills development and job creation, the applicable norms and standards for civil engineering and construction works and in line with the guidelines provided in the “Standard protocol and guidelines for rehabilitation of asbestos mines and mine residue deposits in South Africa”.

1.4. Objective

In broad terms this particular bid entails the preparation and seeding of the rehabilitated Strelley asbestos mine site near the town of Kuruman in the Northern Cape Province. The work involves the following:

1.4.1. Engineering

The appointed company or consortium will be required to study the included engineering details of the tender specification for the works to be performed and to appoint a registered professional civil or agricultural engineer to perform the following tasks:

- All tasks and responsibilities attributable to “the contracting engineer” in terms of this tender specification
- All other tasks and responsibilities attributable to a registered civil or agricultural engineer in terms of any applicable legislation, regulation, industry council or other ordinance mentioned in this bid specification
- The arrangement of supervision on the site and confirmation that all aspects of the seeding and re-vegetation project, as planned and outlined in this bid specification, are adhered to.
- Interpretation of the site-specific conditions and giving effect to the intent of this specification
- Reporting on a regular basis to the Mintek Supervising Engineer.

*(Note that the appointment of a contracting engineer to this project does not imply that such engineer must physically be on site for the duration of the project. The expectation is that such person will be formally employed for meeting the legal and technical obligations of this project. Furthermore, that such a qualified person should be available to the project at any given time throughout its duration and that such person must be available at any notice to assist on the project. Regular physical inspections of the works are expected as a matter of course.)*
1.4.2 Site preparation
The old asbestos mine on the farm Strelley is already rehabilitated and covered with a layer of rock and soil mix. The layers of rehabilitation will be left in situ, but additional topsoil material sourced from borrow pits will be added for extra repairs as indicated during the site visit. Some minor grading of the area may be required to prepare the site for seeding and re-vegetation. The site may need to be cleared of some undergrowth and shrubs beforehand in preparation for this work by clearing the area and skimming the ground surface for de-foliating, though larger trees may also be left on site and due care must be taken in this process.

1.4.3 Seeding and settling of area with variety of grassed
The desired end state of the site is for a settled and seeded grassland area suited for grazing of domestic animals.

1.4.4 Water control structures
Water run-off structures in the form of contours were already constructed. Details of repairs will be discussed during the briefing session on site and the MINTEK surveyor will mark and layout the water control structures with the successful bidder.

1.4.5 Contractors Undertakings.
The contractor will undertake the work in terms of all the applicable legislation and regulations. In terms of the provisions of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002), the rehabilitation of the land polluted in any mining operation shall be carried out by the holder of the right and she/he must restore such land or area to its natural state. In the case of derelict and/or ownerless mines, Government, in the absence of a legally responsible person and subject to the availability of funds, acts in the interest of a community by addressing the pollution emanating from such mines.

1.5 BID DOCUMENTS
Bid documents are available free of charge at:
Mintek
200 Malibongwe Drive
RANDBURG
2125

Tel: (011) 709 4145 (http://www.mintek.co.za)

*Bid documents and project plans / drawings will not be available during the compulsory briefing session & site inspection. Prospective bidders are encouraged to collect the documents prior to the briefing session & site inspection.

1.6 TASK DIRECTIVE

ENQUIRIES

Enquiries regarding technical matters related to this bid should be directed to:
The Project Engineer: MESU
Mintek
Private Bag X 3015
RANDBURG
2125

Attention: Mr. Reuben Meyerowitz
Tel: (011) 709 4145
Fax: (011) 709 4102

Alternatively, and for any matters related to the bid documents, please revert enquiries to:
1.7. RETURNABLE DOCUMENTS

The following documents are to be duly completed and returned to constitute the bid. This information is essential to evaluate the bid. Any omitted form / items of the required document will lead to disqualification of the bid.

"§" refers to the paragraph number

<table>
<thead>
<tr>
<th>Document Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SBD 1</td>
<td>Invitation to bid</td>
</tr>
<tr>
<td>2. SBD 2</td>
<td>Tax clearance requirements (Original)</td>
</tr>
<tr>
<td>3. SBD 3.1</td>
<td>Pricing Schedule</td>
</tr>
<tr>
<td>4. SBD 4</td>
<td>Declaration of interest</td>
</tr>
<tr>
<td>5. SBD 6.1</td>
<td>Preference Points Claim i.t.o. the Preferential Procurement Regulations</td>
</tr>
<tr>
<td>6. SBD 7.1</td>
<td>Contract Form – Purchase of Goods/Works (only sign if bid is successful)</td>
</tr>
<tr>
<td>7. SBD 8</td>
<td>Declaration of bidders past supply chain management practices</td>
</tr>
<tr>
<td>8. SBD 9</td>
<td>Declaration of independent bid determination</td>
</tr>
</tbody>
</table>

**Documents included in this Bid document to be completed**

| 9. | List as per § 6 (and subparagraphs 6.1 – 6.7 in this document) | Schedule of quantities |
| 10. | List as per § 6.7.2 – 6.7.5 in this document | Form to be completed for information on the Schedule for Plant and Equipment |
| 11. | List as per § 6.7.6 in this document | Form to be completed on the Schedule of proposed Subcontractors |
| 12. | List as per § 6.7.7 in this document | Form to be completed on Schedule of evidence of experience of the bidder |
| 13. | Handed out on site | Site Inspection Certificate |

**Documents to be compiled by Contractor and handed in with the bid**

| 14. | § 7 in this document | Brief method statement for the implementation of the works (Compiled by bidder and attached to bid) |
| 15. | § 8 in this document | Planned work programme for the duration of the project (Compiled by bidder and attached to bid) |
| 16. | § 9 in this document | Projected cash flow budget for the duration of the project (Compiled by bidder and attached to bid) |
| 17. | To be supplied by bidder | A copy of the company’s latest audited financial statements (preferred but not compulsory) |

*By signing the SBD 7.1 (Part 2), Mintek accepts the successful Bidders’ offer. In consideration thereof, Mintek shall pay the contractor the amount due in accordance with the specified rates in the Schedule of Quantities.*
PART 1 (a): AGREEMENTS AND CONTRACT DATA

2.1 Specifications
Mintek requires a contractor depicting:

- The adjudication will be done based on the provision of the Preferential Procurement Policy Framework Act, 2001, as amended.
- The bids will be evaluated according to the evaluation criteria specified in the table on page 56 of this document.
- The successful contractor at all times will be required to promote the health and safety of workers and to comply with all applicable legislation in respect of the health and safety of its personnel and labourers.
- Only performance security / bank guarantee from registered financial institutions will be acceptable.
- The contracting engineer appointed by Mintek as integral part of the winning company/ consortium will, under supervision of Mintek, supervise the execution of the rehabilitation plans as defined in this bid document.

2.2. Other relevant documents
Documents not bound in this document or issued to the bidders:
The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineers (SAICE). The document is obtainable from SAICE:

Physical Address:
Building 19
Thornhill Park
Bekker Street
Vorna Valley X21
MIDRAND

Postal Address:
Private Bag X 200
Halfway House
1685
Tel: (011) 805 5947/48/53
Fax: (011) 805 5971

2.3. Compliance
Bidders must comply with all the relevant Acts, including the relevant clauses of the following acts:


All the standards indicated above are for the study or insight of the contractor. It is the successful bidder’s responsibility to obtain copies of the relevant SANS standards for reference prior to project commencement. Mintek recommends that prospective bidders give due consideration to the full cost of the sound implementation of the SANS standard during each phase of the project.

2.4. Conditions of Bid

2.4.1. Site inspection
The briefing session / site inspection is mandatory and will be conducted by the representatives of Mintek on the farm Strelley on 05 September 2012 at 10:00. (Please see published advertisement for this tender for specific instructions to attend the site meeting) In case any major discrepancies are noted between work specified in this document and as observed on site, the reality as observed on site shall be considered the value/task quoted for. Adequate time will be allowed during the site visit to answer any questions that prospective
bidders may have about the project. (Directions indicated in “Site Information” Part 3B, paragraph 11 and sub-paragraphs in this document)

2.4.2. Confidential nature of documents
All recipients of the bid documents (whether a bid is submitted or not) shall treat the details of the documents as private and confidential. All documents relating to this bid shall remain the property of Mintek and may not be reproduced, sold or otherwise disposed of.

2.4.3. Submission of bids
Bids must be made out on the original forms (not to be retyped) and must be completed fully in black ink. Any alterations must be made in black ink and be initialled by the bidder. No correction fluid eg. “Tipp-ex” may be used on the documents. All pages of this bid specifications must be returned. Any bids not complying to any of the above and/or which shows any qualified, conditional or incomplete information of any kind in both the SBD Forms and the bid specification will be disqualified.

2.4.4. Prices and rates
Prices must be quoted in South African currency.
Prices and percentages must be entered against all items given in the “Schedule of quantities”. Items on which the bidder does not wish to make a price must be marked “zero”. The rates that are quoted must exclude Value Added Tax (VAT). The final bid amount must clearly indicate:

- Total excluding VAT
- VAT
- Total bid amount including VAT.

The prices or rates quoted in the “Bill of Quantities” must include costs for all materials, plant, labour, freight, insurance, customs, railage and delivery to the places nominated in the bid documents and no claims for extras will be considered unless the bidder qualifies his bid in this respect.

2.4.5. Alterations by bidder
Unauthorized alterations or additions in the nature of statements of interpretation of the contract documents must be avoided. If any such amendment is made or if the Schedule of Quantities is not properly completed, it will cause the bid to become invalid. Any point of difficulty or doubt must be cleared with Mintek within 10 days of the advertisement date of the bid. Should any query be found to be of any significance, Mintek will inform all bidders accordingly.

2.4.6. Alternative offers
No bid for an alternative offer will be considered unless a complete bid for the original design is also submitted.

2.4.7 Limit on subcontracting
It is a specific condition of this bid that no more than 25% of the total value thereof may be subcontracted to another entity. The employment of local labour does not constitute subcontracting in this context.

2.4.8 Employment of local labour
It is a specific goal of this bid that the project must be planned to be create as many local temporary employment opportunities as is possible. Local labour must be used extensively and manual methods of seeding, fertilising, etc. should be employed where possible. Prospective bidders are required to provide details of their planned local labour content in the Work Plan, which must be attached to the returnable bid documents.

3. PART 1 (b): CONDITIONS OF CONTRACT

3.1. General Conditions of Contract (GCC)
The Government’s General Conditions of Contract will apply.

3.2. Applicable Special Conditions of the Contract (SCC)
The following Special Conditions of Contract (“SCC”) amend and supplement the General Conditions of Contract.
Clause 1.1.4 – “Commencement Date” means the commencement date stipulated on the Employer’s purchase order and if no date is stipulated thereon, four weeks from the date of acceptance of the Bid in terms of Part 2 of the Contract Form – Purchase of Goods/Works in the Bid Documents.


Clause 1.1.7 – the Contract Data is included in these Special Conditions of Contract.

Clause 1.1.8 – “Contractor” means the successful bidder.

Clause 1.1.9 – “Contract Price” means the total Bid Price as may be amended in terms of the Contract.

Clause 1.1.11 & 53.1 – the Defects Liability Period is twelve months from the date of the Certificate of Completion.

Clause 1.1.14 – the Employer is Mintek, a juristic person existing in terms of section 2(1) of the Mineral Technology Act, no 31 of 1989 as amended.

Clause 1.1.15 – the Mintek Engineer is Reuben Meyerowitz.

Clause 1.2.2 – the Employer’s address details are:
Physical Address: 200 Malibongwe Drive, Strijdom Park, Randburg
Postal Address: Private Bag X3015, Randburg 2125
Facsimile: 011 792 2413
All notices must be marked for the attention of the CEO, with a copy to the Engineer

The Contractor’s address details are as stipulated in the bid documents.

Clause 7.1 – the guarantee shall be for an amount equal to ten percent of the Bid Price inclusive of value added tax. The Contractor shall deliver the guarantee to the Employer within 14 days from notice of acceptance of the Bid. The Employer is under no obligation to make payment of any sum to the Contractor unless and until the guarantee is delivered to the Employer.

Clause 8 – add a new clause 8.2 as follows:

The Contractor shall submit invoices at the payment intervals indicated in the bid documents based on signed certificates issued by the Engineer in terms of clause 49.1. Invoices must be submitted to the Employer by the 25th day of each month. Payment will be effected at the end of the month following the month of submission of the invoice.

Clause 10 – add a new clause 10.2 as follows:

The Employer or the Engineer may at any time after acceptance of the Bid and prior to the Commencement Date, direct that a briefing meeting will be held at the Site for the purpose of introducing the Contractor to the community in the vicinity of the Site and/or for a general briefing of the community in respect of the Works. The Contractor is obliged to attend such meeting and failure to do so entitles the Employer to terminate the Contract and to claim damages from the Contractor as a result of such termination.

Clause 12.2 – the Contractor shall deliver his method statement and programme together with the bid documents.

Clause 35.1.1.2.2 – the Employer will not issue any free issue materials and the value of materials supplied by the Employer is nil.

Clause 35.1.1.2.3 – the amount of cover for professional fees is R100,000.00.

Clause 35.1.3 – liability insurance to the value of R2 million shall be taken out by the Contractor.

Clause 35.1.4 – the Contractor shall provide a certificate of good standing from the Compensation Commissioner in respect of insurance covering employees for occupational injuries and diseases.

Clause 37.2.2.3 – the overhead charges allowed for day-work is 15 percent.

Clause 42.1 – the time for completion of the Work is 13 weeks from the Commencement Date. To the extent that there are public or industry related leave periods included in the duration of the Work, the leave days will be added to the time for completion.
Clause 43.1 – the penalty for delay is R2,500 per day for each day that elapses between the Due completion date and the actual date of Practical Completion.

Clause 49.1.5 – the value of percentage of materials not yet incorporated into the Permanent Works is 80 percent.

Clause 53.1 – the defects liability period is twelve months from the date of the Certificate of Completion.

Clause 58.4 – disputes which remain unresolved shall be determined in court proceedings.

Clause 59 – add the following new clauses:

59.1 The Contractor’s overall cumulative liability to the Employer shall not exceed the Bid Price.

59.2 Neither the Contractor nor the Employer will be liable for any indirect, consequential, special or punitive damages, howsoever arising and including without limitation loss of profit, loss of products and production, loss of use, loss of income and loss of business.

59.3 The provisions of clauses 59.1 and 59.2 do not apply in respect of:
59.3.1 any obligation to pay penalties to the Employer in terms of clause 43;
59.3.2 any insurance proceeds in respect of a claim made in terms of insurance which a party is required to maintain in terms of the Contract; and
59.3.3 any claim arising from fraud or wilful misconduct by a party.

3.3. Commencement date
The commencement date shall be the date stated on the official Mintek purchase order, which date shall be subsequent to the date of delivery of the letter of acceptance of the successful bid and not later than twenty-one days after such date of delivery.

3.4. Damage to property and/or injuries and/or loss of life of persons
It is again highlighted that in terms of the contract the contractor will be accountable for all costs of damage and/or loss of life of persons caused by his personnel and/or vehicles/machinery as a result of his execution of the work. The contractor hereby indemnifies Mintek against any claim or claims that might be instituted against him with regard to such damage and/or injuries and/or illness contracted and/or loss of life.

The contractor will be responsible for the observation of the applicable regulations of the OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993), as well as the MINE HEALTH AND SAFETY ACT (Act 29 of 1996).

3.5. Site record
A site record shall be in force indicating, together with the plans and drawings supplied by the Mintek Supervising Engineer, the details of the work to be done. This document shall be regarded as part of the project specifications and therefore as part of the contract. The site record shall be used by the supervisor and contracting engineer on the works to keep record of the progress of the work. Any alterations on the original planning, all unforeseen events, standing time, amendments in agreements, instructions from the Mintek Supervising Engineer, meetings and decisions deriving therefrom etc. must be documented with reasoning in the site record. If the contracting engineer regards the reasoning for any proposed alterations as satisfactory, the manner of execution of the works may be changed. In this case the Mintek Supervising Engineer shall issue a revised instruction. The contractor shall sign the site record if he accepts the instructions issued to him as is requested by the Mintek Supervising Engineer. Instructions in the site record shall be regarded as valid after representatives of the contractor and the Mintek Supervising Engineer have both signed next to the applicable item.

3.6. Price adjustments
No adjustments in the rates and prices bid shall be allowed during the term of the contract, except for statutory increases in fuel and diesel prices that will be allowed on the basis of published wholesale diesel prices throughout the contract period.

3.7. Surveying
The work as specified in this document has already been surveyed and detailed plans and drawings will be supplied in A1 print format to the successful bidder. It is the appointed contractor’s responsibility to obtain the assistance of a surveyor where necessary to interpret the plans provided in order to give effect to the plans
specified in these documents. A surveyor appointed by MINTEK will verify volumes of material moved or structures constructed and claimed for invoicing and payment. The MINTEK surveyor will provide initial layout for the specified contract and in the case of default that the contractor removes or destroys the initial survey markings the restoration of the marking will be for the account of the contractor.

3.8. Subordinate manager / safety representative
The contractor will appoint a site manager and safety representative who will be responsible for the observation of the applicable regulations of the MINE HEALTH AND SAFETY ACT (Act 29 of 1996). This includes any health and safety guidelines that are put in place for the contracting engineer by the appointed Occupational Hygienist and Medical Practitioner. The compliance with all rules and regulations, statutory or domestic, regarding the safety of his employees, including the provision of all protective clothing and / or safety equipment called for in such rules and regulations will be for the cost of the contractor.

3.9. Health and safety meetings
The contractor shall conduct regular health and safety meetings with all his employees on terrain to give induction, explain health and safety risks and the mitigation thereof and hear complaints or requests from his employees on the health and safety issues relating to the project. The contractor can get support from the appointed Occupational Hygienist. The meetings will be recorded indicating all attendees and a copy must be provided for the site record.

3.10. Adherence to health and safety guidelines
The contractor is under obligation to adhere to all health and safety guidelines as stated in the contract documents. This includes medical surveillance before and after completion of the work, adherence to guidelines and the use of a decontamination unit where specified by the Occupational Hygienist. Successful bidders will be notified of a compulsory safety training session that will be arranged before work on the site commences.

4. Part 1 (c): HEALTH AND SAFETY REQUIREMENTS

IMPORTANT: No person who does not adhere to the health and safety requirements indicated in this document, is allowed on the terrain during implementation of the works

The contractor shall conform with the requirements of the Mine Health and Safety Act, Act no. 29 of 1996 and regulations as amended and to such amendments as may be promulgated during the period of construction and that he shall at his own cost arrange wherever applicable for the certification and examination of all employees, irrespective of race, in accordance with the Compensation for Occupational Injuries and Diseases Act, Act no. 130 of 1994 and latest gazetted amendments thereto. The contractor shall appoint a person responsible on Site for safety in accordance with the Mine Health and Safety Act who shall complete and sign a “responsibility for safety form” with the employer.

4.1. Medical Surveillance
The following is applicable to the rehabilitation of asbestos mines and the contractor must adhere to the following requirements:

1. The contractor, as an employer, must ensure that every employee undergoes a pre-employment medical surveillance examination by a qualified medical practitioner according to the specified standards for the medical examinations, prior to accessing the construction terrain. The medical surveillance will include chest and respiratory tract x-ray’s.
2. The contractor must provide the names and ID numbers of all employees to be employed on the project within seven days after receiving the preliminary letter of acceptance.
3. No work on the project will commence unless all employees have been declared fit for the work they intend to do by a suitably qualified medical practitioner.
4. The same procedure will be followed for the post-employment medical examinations after completion of the project. Exit medical examinations must be done before permission will be granted for the de-establishment of the site.
5. Mintek will withhold the guarantee that was provided for the due completion of the works or 2½% retention until the interpretation of the post-employment medical examinations have been provided.
6. The contractor must inform, in writing, any subcontractors and all employees that post-employment medical examinations are required according to the Mine Health and Safety Act. He must further indicate that if subcontractors remove employees from the terrain or employees leave the service of the contractor without giving the contractor the opportunity to have the employees examined, they thereby indemnify the contractor and Mintek from any obligations regarding related occupational diseases and
bear the risk for such actions. A copy of this documentation must be provided to Mintek before the work commences.

7. The cost of all medical surveillance deemed necessary by the contracting engineer in order to ensure compliance with this tender specification and the applicable legislation is for the account of the contractor.

4.2. Safety Requirements

The following safety requirements are applicable to any machinery working on the project:

1. All machinery will be in a roadworthy condition.
2. Brake systems will be in a proper working condition and may be tested by the Mintek Supervising Engineer at random.
3. All mobile equipment and vehicles will have chocks (brake blocks) that will be placed behind wheels when stationary.
4. The steering mechanisms of all vehicles will be in proper working condition.
5. Brake lights and reverse lights where applicable will be in proper working condition.
6. Headlights will be in proper working order.
7. Yellow or other rotating lights will be used on all machinery and vehicles.
8. Smaller vehicles e.g. pick-ups must have an approved vertical whip attached to the vehicle.
9. The operator of a machine must have a clear view in all directions from the cab of the machine.
10. Machines may not be cleaned with compressed air. A water pressure gun must be used to remove dust and clean machines. A demarcated area will be used for cleaning and washing of vehicles. This area will be covered according to the prescribed rehabilitation standards on completion of the project (Oil remediation and covering of asbestos). The contractor will be responsible for the rehabilitation of this terrain as well as the cost incurred. As vehicles will be moving from the site through the town of Prieska laden with polluted soil to the disposal site, a vehicular site access point must be built. This point will be a wet sump designed to wash the undersides and wheels of vehicles as they leave the site. This sump must be demolished and rehabilitated at the end of the project. Dust Control measures are compulsory for the duration of the project.

4.3 Health Requirements

The contractor must adhere to the following health requirements:

1. Every employee working on the terrain must be issued with a dust mask that is suitable and approved for asbestos work as described by SANS 275/2004. (FFP2)
2. Dust masks must be issued daily to remain effective. The employee will sign for the receipt of the mask when passing through the decontamination unit on entering the site and the record of these daily signature logs will be kept along with the record of the weekly safety meetings. The frequency of the replacement of the masks will be reconsidered depending on the intensity of the dust on the terrain and the type of work being done. Used masks will be disposed of at a point designated for this purpose by the contracting engineer, with due regard for the safe disposal thereof.
3. Every employee must be supplied with a minimum of two pairs of overalls when working on an asbestos site. The overalls must be handled in the following manner:
4. An employee is not allowed to enter the working area without wearing an overall
5. An employee is not allowed to enter any residential area with an unwashed overall in his possession.
6. Overalls must be exchanged for clean clothes (employee's clothes) at the end of each work shift.
7. All employees must leave their overalls and other personal protective equipment (PPE) for safekeeping in a locker supplied on the site.
8. Every employee must shower at the end of a shift before leaving the terrain to go home.
9. For the purpose of adhering to the abovementioned requirements, a method and mechanism of personal decontamination must be implemented and maintained by the contractor on the terrain. All the employees of the contractor and his subcontractors are compelled to go through the decontamination process so established at the end of each shift. At the end of each shift, dirty clothes and PPE are stripped off before the employee enters the decontamination process; the employees go through a shower or other device to physically remove asbestos fibre's and put on their clean clothes to go home. At the beginning of a shift, an employee's clean clothes are left in lockers and he/she receives his PPE to go on site. The decontamination process must be designed such that there are clear 'clean' and 'dirty' zones which are physically separated by the shower or cleaning area. Employees enter and exit the site each day through the decontamination process and no cross-contamination of clean and dirty zones of the facility must be possible.
10. Dirty work clothes must be washed daily and a clean pair of overalls must be available daily for each employee to go to work in.
11. Every employee must wash his hands before taking any food or drink.
12. An employee may not eat or drink near contaminated machines or equipment.
13. Employees working in an area where material is loaded must wear hard hats.
14. All employees must be equipped with safety shoes with steel cap toes.
15. Employees must wear approved ear protection where the noise levels exceed 85dB.
16. All employees must wear safety goggles if specified by the occupational hygienist.
17. All employees must be supplied with gloves.
18. The contractor must provide clean (potable) drinking water to the employees and prohibit the use of water out of streams or sources of which the quality is unknown.
19. The contractor must provide ablution facilities within 200m from the working area. The minimum number of toilets will be as follows: **Number of toilets for mixed use (or women only):**

<table>
<thead>
<tr>
<th>Number of people at work</th>
<th>Number of toilets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>1</td>
</tr>
<tr>
<td>6-25</td>
<td>2</td>
</tr>
<tr>
<td>26-50</td>
<td>3</td>
</tr>
<tr>
<td>51-75</td>
<td>4</td>
</tr>
<tr>
<td>76-100</td>
<td>5</td>
</tr>
</tbody>
</table>

4.4. Health and Safety Representative
The contractor must ensure that a health and safety representative is elected by the workforce on the terrain. The Health and Safety representative must:
- ensure that all the employees of the contractor working on the project meet all health and safety requirements.
- ensure that all employees are informed before the commencement of the work of the nature of the work; how to perform their duties, the risks associated with the work and the measures they must apply to mitigate the risks.
- conduct regular meetings (once weekly) with all employees to determine whether they understand what is expected of them, know how to perform those duties, know the risks and the mitigating measures. The minutes and attendance list of the meetings must be kept and be made available on request.
- inform all the employees that they are also responsible for their own and their fellow employees’ safety.
- provide all the necessary PPE and make sure that all employees are trained in the correct use of the equipment.
- ensure that a certificated first aid health representative with the necessary equipment is on site at all times.
- provide records of health and safety meetings to the contracting engineer on a weekly basis. All site health and safety records must be forwarded to the Mintek Engineer on a fortnightly basis.

The Contractor shall provide and at all times keep on site and maintain protective safety helmets and sets of waterproof clothing and boots for the use of the Engineer, Engineer’s Representatives and the Quantity Surveyors.

4.5. Mine Health and Safety Act
The following extract of the Mine Health and Safety Act is applicable to the contract.

**CONTRACTORS.**
Contractors are compelled to comply with the Mine Health and Safety Act when employed by a mining Concern or when conducting any work on a mine.

- The Contractor must provide a certificate of good standing with the Department of Labour regarding his/her registration as an employer/Contractor.
- The Contractor must provide proof that employees in his service is registered and paid up at the Compensation Commissioner.
- The Contractor must provide proof that employees in his service are medically fit to perform the duties and tasks assigned to them.
d. The Contractor must provide proof that his employees are on a program for medical surveillance.

e. The Contractor must provide proof that his employees are trained, fit and found competent for the task they are expected to do. His employees must be trained to understand the hazards attached to their tasks and how to conduct their duties safely and without risk.

f. The Contractor must ensure that equipment and tools brought onto mine premises are safe and without risk to employees or other employees.

g. The Contractor must appoint a certificated first aid person as his Health representative.

h. There must be a qualified fire warden and fire team trained for fire and hazard control.

i. Snake-bite and rodent training must be provided.

j. A health and incident risk assessment has to be done before any access to the site can be allowed.

The following sections of the act are applicable to Employers/Contractors:

Section 6 (1): Every employer must -
   a. Supply all necessary health and safety equipment and safety facilities to each employee.
   b. Maintain, as far as reasonably practical, that equipment and those facilities in a serviceable and hygienic condition.

Section 6 (2)
Every employer must ensure that sufficient quantities of all necessary personal protective equipment are available so that every employee who is required to use that equipment is able to do so.

Section 6 (3)
Every employer must take reasonable steps to ensure that all employees who are required to use personal protective equipment are instructed in the proper use, the limitations and appropriate maintenance of that equipment.

Section 7 (1). As far as reasonably practicable, every employer must -
   a. Ensure that every employee complies with the requirements of this Act;
   d. Consider an employee’s training capabilities in respect of health and safety before assigning a task to that employee; and
   e. Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work and who has the authority to ensure that the precautionary measures laid down by the employer are implemented.

Section 10 (1). As far as reasonably practicable, every employer must –
   a. Provide employees with any information, instruction, training or supervision that is necessary to enable them to perform their work safely and without risk to health; and
   b. Ensure that every employee becomes familiar with work-related hazards and risks and the measures that must be taken to eliminate, control and minimise those hazards and risks.

Section 10 (2). As far as reasonably practicable, every employer must ensure that every employee is properly trained -
   a. To deal with every risk to the employee’s health or safety that –
      is associated with any work that the employee has to perform.
      has been recorded in terms of section 11;
   b. in the measures necessary to eliminate, control and minimize those risks to health and safety,
   c. in the procedures to be followed to perform that employee’s work, and
   d. in relevant emergency procedures

Section 10 (3) In respect of every employee, the provisions of subsection (2) must be complied with –
   a. before that employee first starts work;
   b. at intervals determined by the employer after consulting the health and safety committee,
   d. before significant changes are made to the nature of that employee’s work.
Section 11: Every employer must assess and respond to risk.
Section 13: Every employer must establish a system of medical surveillance.
Section 14: Record of risk work
Section 15: Keep records of medical surveillance
Section 16: Annual medical reports
Section 17: Exit certificates
Section 18: Costs of medical examinations
Section 19: Employee’s right to information

Section 21: Any person who -
   a. Designs, manufactures, repairs, imports or supplies any article for use at a mine must ensure, as far as reasonably practicable –
      i) that the article is safe and without risk to health and safety when used properly; and
      ii) that it complies with all the requirements in terms of this Act.
   c. designs, manufactures, erects or installs any article for use at a mine must ensure, as far as it is reasonably practicable, that ergonomic principles are considered and implemented during design, manufacture, erection or installation.

Section 22: Employees duties for health and safety

Section 25(1) Health and safety representatives to be appointed where more than 20 employees are employed.

PRICING DATA

5. Pricing Instructions

5.1. General
1. The Schedule of Quantities refers to Paragraph 6 and subparagraphs of this document which is to be read in conjunction with the balance of the contract documents compromising the conditions of contract, the specifications (including project specifications) and project plans / drawings.
2. The intent of the schedule of quantities is to summarize the cost elements of the works so that the sum stated in the form of bid represents a reliable estimate of the cost of the works and to provide a basis for the valuation of the contract.
3. The actual quantities required completing the works, which form the basis of valuation and payment may be more or less than the billed quantities depending on the circumstances encountered during construction and on the instructions and directions of the Mintek Supervising Engineer.
4. A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule. Items where quantities are not stated need to be priced to have rates or prices available if and when these items become necessary.
5. Value Added Tax
   The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices for any associated costs excluding Value Added Tax.

5.2. Storage facility
   The minimum requirements for a facility to store materials and tools will be:
   ♦ Safe & secure structure
   ♦ Lockable facility

5.3. Earthworks

5.3.1. Construction of major access roads / haul roads (only if applicable)
One rate / price shall be allowed for the construction of the major access roads and the rehabilitation thereof according to specifications per different section as indicated in the specifications and schedule of quantities.
The cost of haul roads for the dumps that must be removed by loading and hauling must be included in the other costs for removing those dumps.

5.3.2. Grading / shaping (only if applicable)
Where slopes / dumps have to be graded/shaped and material moved, and material for excavations has to be moved by bulldozers (if this material will not be used for cover material), then the following shall be applicable:

Material moved downhill:

One rate / price shall be allowed for material moved over a distance from 0 to 100m or further as indicated on the specific dumps’ specifications.

Material moved at zero grades:

The same rate / price as for the case mentioned above (material moved downhill) shall be allowed for material moved over a distance from 0 to 100m.

Material moved uphill:

The same rate / price as for the case mentioned above (material moved downhill) shall be allowed for material moved over a distance from 0 to 50m.

The volume in all above cases will be determined by the difference between the before and after terrain models and taken as the cut volume of the dumps / excavations.

5.3.3. Removal of secondary pollution / dumps or portions thereof with bulldozers (only if applicable)
The same rate as specified in paragraph 5.3.2 of this document will be applicable.

5.3.4. Work down material over a distance further than 100m (only if applicable)
One rate / price shall be allowed to remove material and work it down according to specifications and consolidate the material in the indicated position at the specified gradients. The volume will be determined by the difference between the before and after terrain model and taken as the cut volume of the dumps.

5.3.5. Move material other than load and dump over a distance further than 200m (only if applicable)
One rate / price shall be allowed to remove material and work it down according to specifications and consolidate the material in the indicated position against the hillside. The volume will be determined by the difference between the before and after terrain model and taken as the cut volume of the dumps.

5.3.6. Load and haul material
Where material has to be moved over a distance greater than 100m (unless otherwise specified) it has to be loaded on dump trucks and dumped or hauled by any other suitable and agreed method where indicated.

One rate / price shall be allowed to loosen / rip / stockpile the material, load the material with excavators / loaders on dump trucks, transport and dump the material and spread it where necessary. This is especially applicable to the placement of cover material and contour walls and consolidation of asbestos on a site.

All rates should be include in the m³ load and haul price.

The volume of cover material will be determined by multiplying the covered area with the determined weighted average depth of cover material as measured after the placement thereof (and compaction, where noted).

In the case of contour walls one rate / price shall be allowed to loosen / rip / stockpile the material, load the material with excavators / loaders on dump trucks, transport and dump the material on the indicated position, shape the contour wall, compact the wall and polish the inside afterwards. The volume of contour walls will be determined by multiplying the measured average cross section with the constructed length of contour walls in cubic metre.

Where contaminated material has to be removed by loading and hauling one rate / price shall be allowed for stockpiling the material, loading the material, hauling it to the indicated position and dumping it in the indicated manner. The volume of this material will also be taken as the surveyed and calculated cut volume.

5.3.7. Rehabilitation of borrow pits
Wherever possible, material is to be excavated in such a manner that the borrow pits are free draining with stable side slopes as specified by the contracting engineer. (Maximum 18°). Minimal reshaping should be needed on completion of the project. The high wall of any borrow pit cut into a hillside will not exceed 3m vertical height. If this limit is exceeded, a bench of no less than 4m wide shall be cut back from the 3m height level of the ground level or next lower highwall. This method shall be employed for the entire borrow pit where this limit is exceeded.
5.3.8. Excavations for extra fill capacity and stockpile of cover material
Where excavations need to be done for extra fill capacity and the stockpiling of cover material by means of
dozers/other machines (not loading and hauling) one rate/price shall be allowed for bush clearing, ripping or
loosening the material, moving it in the specified direction and distance and stockpiling it in the specified manner. The
volume of this material will be taken as the surveyed and calculated cut volume in cubic metre.

5.3.9. Excavations alone
Where the Mintek Supervising Engineer requests the Contractor to do excavations with an excavator one rate / price
shall be allowed for excavating the material where this material cannot be loaded directly to be hauled for another
use. The volume will be determined as the surveyed and calculated cut volume.

5.3.10. Nature of materials
The material currently on site consists of a rock and soil mixture, rock 60% and soil 40%. The material shall be
regarded as semi-compacted material as it has consolidated over a period of years. All additional material should be
of the same standard as approved by the MINTEK engineer. The material available on site is a natural mixture of
eroded banded ironstone and usually only surface digging and scavenging of soil and rock should be sufficient to
obtain materials. It is not necessary to blast or crush any material on site.

6. Schedule of quantities

PART 3 (A): SCOPE OF WORK AND SPECIFICATIONS : GENERAL ASBESTOS REHABILITATION
SPECIFICATIONS and PART 3 (B): SCOPE OF WORK: Strelley Mine repair and re-vegetation project should be
referenced before completing this section.

6.1. Provisional & General (P&G’s)
The P&G’s costs are mainly time related. It is up to contractor to determine the duration of the project based on his work
program – not exceeding 13 weeks. A project behind the approved time schedule as agreed by the signature of the
successful bid, will be penalised according to Part 1(b) Paragraph 3.2 (Clause 43.1) above.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1.1</td>
<td>Financing Cost guarantee</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.2</td>
<td>Insurances</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.3</td>
<td>Housing machine operators, and labour.</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.4</td>
<td>Transport of labour for seeding and earthworks</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.5</td>
<td>Water Provision</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.6</td>
<td>Ablution facilities</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.7</td>
<td>Management / Supervisor cost (Project manager)</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.8</td>
<td>Office for Contractor</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.9</td>
<td>Earthmoving Equipment support and repair</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.10</td>
<td>Storage facility</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.11</td>
<td>Decontamination washing bay for vehicles</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.12</td>
<td>Health and Safety requirements (PPE and equipment)</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.13</td>
<td>Medical Surveillance (entry and exit)</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST1</td>
<td>Subtotal : Provision and General Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 6.2. Earthworks

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.2.1</td>
<td>Add additional rock &amp; soil mix to repair contours and water control structures. Repair works included. (Load &amp; Haul 3.24 Km return included)</td>
<td>m³</td>
<td>65,000</td>
<td>65,000</td>
<td></td>
</tr>
<tr>
<td>6.2.2</td>
<td>Shape Borrowpits /all borrowpits combined</td>
<td>m³</td>
<td>2,900</td>
<td>2,900</td>
<td></td>
</tr>
</tbody>
</table>

ST2 Subtotal: Earthworks

### 6.3. Removal of old steel hopper/ shaft lining

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3.1</td>
<td>Cut and remove old hopper steel lining to a depth of 500mm below current ground level and cover up excavation.</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ST3 Subtotal: Steel Shaft Lining removal

### 6.4. Seeding and vegetation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.4.1</td>
<td>Water cart for spraying seeded area and dust prevention.</td>
<td>Weeks</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4.2</td>
<td>Water provision for water truck (48000 Lt / Day)</td>
<td>Days</td>
<td>65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4.3</td>
<td>Supply and deliver seed and grass mix (25 Kg/ 2 Ha)</td>
<td>Kg</td>
<td>390</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4.4</td>
<td>Sowing of seeds</td>
<td>Ha</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4.5</td>
<td>Imprinting and closing of seeds. (Raking, rolling, etc)</td>
<td>Ha</td>
<td>38</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ST4 Subtotal: Seeding and re-vegetation

### 6.5. Plant establishment costs (Earthworks + Fencing)

Note: To be completed by contractor for equipment to be established on site (Example: D8 Dozer, 40t Excavator etc)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Machine</th>
<th>Rate (R/km)</th>
<th>Distance (km)</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.5.1</td>
<td>Excavators</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.2</td>
<td>TLB</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.3</td>
<td>Articulated trucks 20T</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.4</td>
<td>Site Office Container</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.5</td>
<td>Water Truck</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.6</td>
<td>Diesel cart 400Lt</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.7</td>
<td>Decontamination unit</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>6.5.8</td>
<td>Agricultural Tractor</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5.9</td>
<td>Agricultural Trailers for tractors</td>
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<tr>
<td>6.5.10</td>
<td>Profiled compactor roller for tractor (roller 200KG)</td>
<td></td>
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</tbody>
</table>

ST5 Subtotal: Establishment Costs
### 6.6. Summary: Schedule of quantities (carried over from above)

<p>| | | |</p>
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<tbody>
<tr>
<td>ST1</td>
<td>Subtotal : Provision and General Costs</td>
<td></td>
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<tr>
<td>ST2</td>
<td>Subtotal : Earthworks</td>
<td></td>
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<tr>
<td>ST3</td>
<td>Subtotal : Steel Hopper Lining removal</td>
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<tr>
<td>ST4</td>
<td>Subtotal : Seeding and revegetation</td>
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<tr>
<td>ST5</td>
<td>Subtotal : Establishment Costs</td>
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</tbody>
</table>

**NET TOTAL OF BID**

Add 14% Value Added Tax

**GRAND TOTAL CARRIED TO FORM OF OFFER**

### 6.7. Other Rates (applicable to earthworks only)

<table>
<thead>
<tr>
<th></th>
<th>Fuel component as % of rates</th>
<th>%</th>
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</thead>
</table>

#### 6.7.1. Information on Schedule of Plant and Equipment available use on this project.

The following are lists of major items of plant and equipment that I/we
- Have available immediately for this contract,
- Will acquire or hire for this contract if my/our bid is accepted,
- Are in possession of in my/our existing fleet in total and
- The maintenance and service/workshop facilities that I/we shall provide.

I/we further undertake that if my/our bid is accepted, such plant and equipment will be on the works and available for
use, subject to the instructions of Mintek regarding what equipment may be used.

#### 6.7.2. Major plant and equipment immediately available for this contract.

<table>
<thead>
<tr>
<th></th>
<th>Description (e.g. Bulldozer)</th>
<th>Model (e.g. CAT D9G)</th>
<th>Size (kw)</th>
<th>Weight (kg)</th>
<th>Establishment cost for this contract (Total R)</th>
<th>Hourly rate (R/h)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
6.7.3. Major plant and equipment that will be acquired or hired for this contract if my/our bid is accepted.

<table>
<thead>
<tr>
<th>Description (e.g. Bulldozer)</th>
<th>Model (e.g. CAT D9G)</th>
<th>Size (kw)</th>
<th>Weight (kg)</th>
<th>Establishment cost for this contract (Total R)</th>
<th>Hourly rate (R/h)</th>
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</table>

**Notes:**
- Please complete the forms in detail.
- The hourly rate is necessary if the Mintek Supervising Engineer, deems additional work necessary to give effect to this specification.
- The hourly rate must exclude VAT, include fuel and all costs and the equipment/machine must be supplied with an operator.
- When work is done at hourly rates while the machine is on site, then only the actual hours worked shall be remunerated. A minimum log hour per day will not be applicable.
- Include intent / commitment letter from the supplier of the hired plants / equipment.

6.7.4. Major plant and equipment in my/our existing fleet in total

<table>
<thead>
<tr>
<th>Description (e.g. Bulldozer D9)</th>
<th>Total number (e.g. 12)</th>
<th>Model (e.g. 1980)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
### 6.7.5. Type of maintenance and service/workshop facilities that I/we shall have available

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Workshop facilities on site</td>
</tr>
<tr>
<td>2</td>
<td>Workshop facilities at base</td>
</tr>
<tr>
<td>3</td>
<td>Number of workshop technicians</td>
</tr>
<tr>
<td>4</td>
<td></td>
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</table>

### 6.7.6. Schedule of Proposed Subcontractors

In order to complete the works under this contract, I/we propose to employ the following subcontractors to carry out the portion/type of work as detailed. A copy of the intent / commitment letter from the sub-contractor must be included. Failure to provide the list of subcontractors that will be used on the project will result in those contractor's work not being paid by Mintek. The guarantee provided in terms of Part 1(b), Paragraph 3.2 (clause 7.1) will also not be released without statements indicating that all the successful contractor's debts are settled with the subcontractors approved herein.

The acceptance of this bid shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the bid, this shall in no way invalidate this bid and the bid unit rates for the various items of work shall remain final and binding even in the event of subcontractors not listed below being approved by the contracting engineer.

<table>
<thead>
<tr>
<th>Subcontractor: Name, Address and telephone no.</th>
<th>Portion/type of work to be undertaken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
6.7.7. **Schedule of Evidence of Experience of Bidder**

The following is a statement of major works successfully executed by myself/ourselves. Should the provided space be insufficient please provide a supplementary document listing the experience.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Nature of work (Include project activities e.g. Construction of the road – covered a 60km gravel road that entailed digging trenches (on the road-side) of 1m depth to reinforce with concrete material, etc)</th>
<th>Value of work</th>
<th>Year completed</th>
<th>Contact person &amp; contact number</th>
</tr>
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<tbody>
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</table>

State whether you have any contractual commitments with the above-mentioned clients, and if so, for what period:

…………………………………………………………………………………………………
…………………………………………………………………………………………………
…………………………………………………………………………………………………
…………………………………………………………………………………………………

7. **Method statement. (To be included when submitting the bid)**

Give a detailed briefing on the proposed method of operation:

A Work Method Statement is a document which describes the job to be completed, outlines the steps involved, the timelines, the hazards associated with the work and the controls to be implemented to ensure that the work is completed safely. Work Method Statements must be completed by the contractor and the contractor is expected to be experienced in the work and to prove that he understands the scope of the work and the hazards associated with it.

8. **Work programme (To be included when submitting the bid)**

Give a detailed, time based work program (weekly):

The programme will show the order of procedures and the duration of all activities making up the programme and method which he proposes to use in carrying out the work in order to meet the Due Completion date. This programme will also include the expected financial progress expenses on a weekly basis for the duration of the project. The work programme must include details of the estimated local labour content and their role on the project.
9. **Cash flow projection for the duration of the project (To be included when submitting the bid)**

The budget must predict the weekly expected cash flow for the duration of the project ending after the defects liability period after which the remainder of the retention money will be released. The cash flow must be accompanied by or easily translatable to a billing/invoicing plan for the project on a fixed time interval basis.

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**PART 3 (A): SCOPE OF WORK AND SPECIFICATIONS : GENERAL ASBESTOS REHABILITATION SPECIFICATIONS**

10. **Project duration**

The planned starting date will be confirmed after the appointment of the successful contractor and the project must be completed within 13 weeks. This includes all specified phases of this project.

For the purposes of this specification the definitions and abbreviations given in SANS 1200 A, SANS 1200 AA, SANS 1200AB, SANS 1200 D/A, SANS 1200 LE, SANS 1200 MK, SANS 1200 M, SANS 1200 C, SANS 1200 DM, SANS 1200 AD/DE and SANS 2001-BS1 (as applicable) and the following definitions shall apply:

10.1. **Definitions**

**Average haul:** The average distance that material is transported via the designated or shortest practicable route retour.

**Backfill:** Approved material placed in an excavation after specified operations have been performed.

**Borrow:** Material obtained from various sources such as borrow pits and approved or ordered widening of excavations.

**Borrow pit:** An excavation made for the procurement or disposal of material on the project.

**Catch-water drain:** An open drain or mound intended to intercept water and to lead it to suitable discharge points.

**Over-break:** Excavation carried out in excess of the theoretical or directed profile.

**Pass:** In regard to compacting, a movement of an approved compacting machine from one end of the layer being compacted to the other end.

**Restricted excavation:** An excavation so restricted in area or width as to preclude removal of material by a bulldozer.

**Specified density:** The ratio of-field density to laboratory-determined modified AASHTO maximum density.

**Spoil:** Unsuitable or excess material removed (or intended to be removed) to waste.

**Stockpile:** A pile of material that has been selected, loaded, transported and unloaded in a heap outside the confines of a borrow pit or of an excavation that forms part of the Works.

**Vectors:** Any traffic, human, or animal as well as natural elements that can propagate the further spreading of asbestos contamination by any means.

10.2. **Earthworks**

1. This specification covers the minimum requirements for earthworks for limited terracing, and for short lengths of cut and fill operations and for the excavation disposal and backfilling of foundations for isolated structures such as bridges, buildings, pump sumps, manholes, catch-pits and the like. It covers safety and protection, classification of material based on the assumption that the magnitude of the work is such that only the correct brand of moderate size is used and moderate compaction is required.

2. The scope of work, general and specific project specifications, together with the plans, drawings and site records, form an integral part of the contract documents and forms the specifications according to which the contract shall be carried out.

3. General specifications SANS 1200 A and D 1988 (not issued) will be applicable, unless otherwise indicated in the specifications.

4. Note that the standards referred to in the specifications are listed in SANS 1200 DA-1988. (Not issued)

5. The contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The engineer will decide on the classification of the materials. The classification will be based on the inspection of the material to be excavated and on the criteria given. The engineer's decision shall be subject to the relevant provisions of the contract to be final and binding.

6. The earthworks in this project is subject to preparation and seeding into a layer of 100 mm topsoil settled. The earthworks also include the re-use of a borrow pit to serve as source material to prepare and seed the site, the rehabilitation of both borrow pits, and the imprinting of the site.

7. All earthworks on this project is subject to standard protocol for asbestos rehabilitation.

8. Earthworks on this project is designed to prepare and seed for future use of lawn area.

9. All earthworks done on the site must be done with the asbestos rehabilitation protocol in mind, thus adhering to procedures that will prevent contamination by asbestos as well as preventing vectors spreading any further asbestos.
10. Dust control procedures are compulsory on the site to prevent further asbestos pollution into the surrounding area.
11. De-contamination procedures are compulsory subjecting all construction and road and earth moving equipment to rules of decontamination, washing, etc. subject to asbestos rules and regulations.
12. Earthworks and ground works have to adhere to the correct PPE and protective equipment.
13. All earthworks and excavation ensures that the end-use of the site will be for a green lawn area.
14. The position of access roads leading to any terrains to be rehabilitated must be cleared by the contracting engineer after consultation with the landowner in order to minimize disturbance of the terrain during the rehabilitation project. Where access roads need to be constructed on previously rehabilitated areas, care must be taken not to damage the rehabilitated works. In the case of damage to the rehabilitated works, the contractor will, at his own expense, repair the damage following the specifications relevant to the rehabilitated areas. Access roads will be rehabilitated and stabilized after the project is completed as follows:
   a. This accounts for access and haul roads needed in order to construct the works. Other major access roads to reach the construction site such as is indicated will be handled separately and tendered for.
   b. All material that needs to be hauled will be hauled along the allocated haul roads. The haul roads and all other access roads will be kept wet to suppress the generation of dust. The cost of the water truck must be quoted for separately in the P’s&Gs.
   c. A speed limit of 25km/h is applicable on the indicated roads to limit the generation of dust.
   d. The major access roads to the construction site will be constructed at the position indicated by the contracting engineer.
   e. Where asbestos must be loaded and the contracting engineer considers the buckets of loading machinery to continually be causing the spillage of asbestos, then the contractor will be obliged to equip the buckets of such machines with even cutting edges instead of toothed edges. These adaptations will be for the cost of the contractor. The spillage of asbestos during loading is usually caused when very fine asbestos is loaded in a dry state and the underlying material is fine sand. The asbestos can then be wetted to prevent unnecessary spillage and facilitate the clean removal of the contaminated material.

10.3. Site Establishment

1) The contractor shall supply and maintain adequate and suitable sheds for the storage of materials. Sheds for the storage of materials that may deteriorate or corrode if exposed to the weather shall be weatherproof, adequately ventilated and provided with raised floors. Latrine and ablution facilities and first aid services shall comply with the regulations of the local authority concerned and shall be maintained in a clean and sanitary condition to the satisfaction of the Mintek engineer. On completion of the works and as soon as the facilities provided by the contractor are no longer required, the contractor shall remove such facilities and clear away all surface indications of the presence.
2) The contractor shall adhere to all the specifications set under SANS 1200 A-1986.
3) An official site inspection will be undertaken by the Mintek engineer to ensure that all standards and procedures were implemented by the contractor before the actual project will be allowed to commence.
4) The site establishment procedures of the site will respond and be subject to SANS 1200 AB-1986 and strict adherence to the standard of the terms of the specifications will be expected and maintained by the contractor. This specification covers the requirements for offices and the minimum associated facilities for the use of the engineer on a site. It covers the scheduled number of identical offices and allows for mobile and semi-mobile accommodation. Note; the standards referred are in the specification or listed as mentioned above.

10.4. Natural drainage

In the process of executing this project, storm water and groundwater must be considered whilst in the process of survey. The contractor shall properly deal with and dispose of water to ensure that the works are sufficiently dry for the proper execution. His responsibility will be held to include the provision of adequate protection against flooding and damage by storm water. Flows from springs and seepage and to include provision for the repair, at his expense of any damage to the works that may arise as a result of the adequacy of the protection provided by him. Except with the use of tremies that has been approved, foundation excavations for structures shall be kept free from water at all times until they have been inspected and approved and concrete footings have been cast or compaction has been done to the right specification. The contractor shall drain borrowed areas to prevent pools from forming. These specifications are listed in SANS 1200 DA-1988.

10.5. Preparation for covering

No covering shall be commenced until permission to do so has been given by the Mintek engineer. Where covering to be placed against or around a structure such cover shall be placed and shall be compacted simultaneously on both sides of the structure to minimize an equal loading. Where the use of conventional compaction plant close to a structure is not possible the material to be compacted shall be spread in loose layers of thickness and compacted by means of mechanical tampers to at least the density specified for that particular zone. This contract end-use has the requirement that the natural ground level should accommodate the end land use of the park/ urban green space. The standards are set out in SANS 1200 DA-1988.
Wetting whilst adding rock and soil mix should also be done to make sure of dust control.

The material to be added must first be removed and stockpiled and must be approved by the MINTEK engineer.

The contractor will add the extra material to the satisfaction of the MINTEK engineer without disturbing the underlying areas.

**10.6. Borrow Pits**

Borrow pit location will be indicated by the Mintek engineer and should be excavated by the contractor to accommodate safe operation and procedures for removal of material to cover the site and the soil quality, must be approved by the Mintek engineer. Borrow pit's should also be located in a location that will not endanger or provide hazardous access by vectors such as humans or animals. Borrow pit's should also allow for easy access and haulage to the indicated site. An agreement should also be signed and agreed with the land owner before such borrow pit can be established for the use of the project. Costing and expenses per cubic meter must also be specified in this agreement and both parties should sign for the agreed price per cubic meter with an addendum accommodating price escalation and price-fixing in a set time of the project. The borrow pit must also be shaped and rehabilitated after successful use. Free draining of rainwater must be planned into the structure of the borrow pit for successful draining of storm water and groundwater. Borrow pit management and recording of quantities removed and stockpiled must be kept and recorded. The contractor shall ensure safe management of all borrow pit's as well as the proper procedures of handling equipment in the borrow pit. Wetting procedures will also be applied for control of dust or safety.

These standards are supported by SANS 1200 DA-1988.

The rate shall cover the cost of royalties if applicable and acquiring suitable material transportation and offloading at the point of placing. Where materials are obtained from designated borrow pit's, the rate shall also cover the additional cost of complying with the relevant requirements.

All borrow pit's should be managed and excavated with an angle of repose that will not affect natural groundwater and surrounding vegetation or human vectors and habitation in an unsafe manner.

The position of planned borrow pits and nature of wanted material for covering and contour walls will be indicated on the site inspection for evaluation by the contractor.

The side slopes of the borrow pit will be rehabilitated after all construction work has ceased by grading down steep slopes to 18° or as otherwise specified by the contracting engineer. The shaping of the slopes must be uniform and not concave or convex in the direction of the slope. No depressions or heaps may be formed. Should a 3m long straight edge be placed on the shaped surface, then the distance between the edge and the ground surface may not exceed 150mm at any point along the straight edge.

The sides of the borrow pit must be excavated in a stepped manner during the loading of material in order to minimize the amount of material to be moved during the reshaping of the borrow pits. All borrow pits will be made free draining during reshaping in order not to interfere with natural surface runoff of the area. Reshaping of the borrow pits will be included in the tariff for cover.

**10.7. Stockpiling of materials**

Stockpiling of materials should be done at an approved location inside the borrow-pit, as well as an approved location on the site. Stockpiling of the correct material approved by the Mintek engineer shall also be calculated to accommodate the correct quantities of haulage to provide the right cycles for backfilling of the designated areas on the site of the project. The location of the stockpile should also consider rainwater flow, vegetation and human habitation. Wind vector and direction should also be considered to prevent dust contamination to surrounding areas and habitation. The stockpiling of material must also be considered for access of heavy equipment and the management of trafficking in the haulage and equipment required for loading and offloading. Stockpiling of material for this project must also be considered to minimize distances of haulage and loading for backfilling. All stockpiling heaps and material should not have an excessive angle of repose or gradient that could cause a landslide or material cascading in an unsafe manner.

Stockpiling areas must also be demarcated and signage must be installed in a visible location to prevent access or tampering with stockpile and related operations.

Structures and natural materials on-site, Earth, stone, gravel and sand and all other materials excavated or existing on the site shall not become the property of the contractor that will be at his disposal so for only as they are approved for use on the contract.
Existing structures on the site shall remain the property of the employer and except as entered the extent required elsewhere in the contract shall not be interfered with in any way by the contractor. The construction of an excavation, to provide space to move asbestos into, may in some cases be necessary. Where the material from the excavation cannot be used for cover material, the cost of making the excavation will be paid for at the tendered rates for bulldozing of material. Some of the earth removed must be stockpiled to be used as cover material on reshaped asbestos dumps. It will be stockpiled in such a way that it can be spread without loading and dumping again. The position and depth of such excavations will be indicated on the plans.

The final shaping of the site must be included in the price for placing of cover material.

10.8. Surveying and surveyors on the site. SANS 1200 A-1986

The contracting engineer will place pegs of adequate type and insufficient quantity as basic control points appropriate to the nature of the works. External place by the engineer and that are likely to be disturbed during construction shall be referenced by the contractor. From the information given on the drawings the contractor shall calculate the position or level both of all intermediate points required by him for the proper control of the works. Benchmarks will be established on the site by the engineer to a datum to be given in writing. As these benchmarks may be disturbed during the execution of the works or level and setting out pegs shall be referred to at least two benchmarks. Any discrepancy discovered between benchmarks shall be referred to immediately by the engineer. The methods of setting out employed by the contractor shall be such that they ensure positive control of the line and level of all construction and shall be subject to the approval of the Mintek engineer.

The contractor's attention is drawn to the provisions of sections 35 and 36 of the Land Survey Act 1927, in terms of which you will be deemed to be responsible for the safety of any survey beacons survey benchmarks and plot boundary pegs encountered on the site as well as for all costs incurred in the replacement by a registered land surveyor.

Before the commencement of construction work in the vicinity of boundaries, the contractor, under the direction of the engineer, shall search for plot pegs where boundaries have not been established by the erection of walls or fences and the contractor shall compile a list of such pegs that are apparently in the correct positions. At the completion of the contract the contractor shall expose the stakes as listed at the commencement of the construction and the engineer will arrange for any such pegs that are missing to be replaced at the contractor's expense.

The contractor will not be held responsible for:

a. Pegs that must be removed or buried in accordance with the finished dimensions of any part of the works or any of the essential temporary works.

b. Pegs moved by others not under the direct control of the contractor.


Each vehicle and item of plant provided by the contractor for the movement of materials shall conform to the requirements of the applicable road traffic ordinance if the vehicle or item of plant is required to operate over any public highway, road or street or over in the private road or parking area that has been surfaced. With any of the contractor's operations or the movement of any of the contractor's vehicles or mobile plant, or any combination of such activities causes damage to the surface of any alien normally open to the public, the contractor shall be a such surface as a matter of urgency at his own expense.

Provided that the crossings have been shown clearly on tender drawings temporary road traffic signs required in terms of the road act for controlling traffic must be erected. Traffic wardens and personnel must also be employed to direct the traffic of vehicles and heavy earth equipment moving on public roadways. The cost of such signs shall be covered by the rates for excavation.

The contractor shall also choose the shortest route or road to the borrow pit and ensure that the roadway is demarcated and safe for each and heavy vehicles used for the project. In the case of contaminated material being conveyed the heavy vehicles needs to be covered with proper tarpaulins to prevent spillage of contaminated asbestos or related materials.

10.10. Plant SANS 1200 A-1986

Plant shall be suitable for the production of the end result required under the conditions applicable to the site. Although for the purpose of classifying excavations particular items of plant should be specified, the contractor obliged to provide all users specified items of plant for carrying out the work, however, should the specified items not be freely available in good working order on the site the engineer shall be entitled to decide the classification of materials and types of excavation on the basis of the good working order performance of the items of plant provided by the contractor, pro rata to the theoretical performance of the items specified.
The plant used for applying the dynamic load controlling the moisture content and grading or mixing shall be capable of achieving the compaction specified with the materials available for the construction of the works. The contractor's attention is drawn to the applicable regulations framed under the machinery and occupational safety act 1983. When working in built up areas the contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause and waist level exceeding 85 dB. During excavations and other work. Alternatively he shall by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations.

PART 3 (B): SCOPE OF WORK: Strelley Mine repair and re-vegetation project

PART 3 (A): SCOPE OF WORK AND SPECIFICATIONS : GENERAL ASBESTOS REHABILITATION SPECIFICATIONS are applicable in Part 3B

11. Site Information

<table>
<thead>
<tr>
<th>PROPERTY:</th>
<th>The farm Strelley 448 in the district of Kuruman, Northern Cape province</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNERS:</td>
<td>Mr. Braam Fourie</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Mr. Braam Fourie (Tel: 053 712 2447)</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>22 km south-south-west of the town of Kuruman</td>
</tr>
<tr>
<td>PROVINCE:</td>
<td>Northern Cape</td>
</tr>
<tr>
<td>DIRECTIONS:</td>
<td>From Kuruman, travel on the R31 south toward Danielskuil. About 10 km out of town, take the D3420 road to the right. Travel 16 km on this road and take the road marked “Mansfield” to the west. The farm entrance is located on the right on this road, about a further 7 km onward.</td>
</tr>
</tbody>
</table>

11.1. Overview of the project

The farm Strelley in the Northern Cape is the site of a previously rehabilitated asbestos mine. Certain areas of the site associated with the previously rehabilitated workings have not been re-vegetated.

The purpose of this project is to prepare the site for seeding and to repair certain of the water control structures left in an undesirable state by the previous rehabilitation effort. For various reasons, it is not desirable to disturb the current rehabilitated soil.

After the water control structures and contours have been repaired with clean material, the whole site needs to be seeded.
11.2. Locality plan

Figure 1: Location of the farm to the south-south-west of the town of Kuruman, Northern Cape Province.
11.3. Demarcation of points & general site layout

Figure 2: Layout contour plan of the rehabilitated Strelley Mine Site

The Strelley site re-vegetation project scope and specifications are listed in the following sections:

11.4. Brief description of project phases
The project needs are described by the following, based on the project lay-out plan provided as Figure 2 herein:

11.4.1. Site establishment and Preparation
Prepare the site for earthmoving equipment by opening the water control structures and contours for access. It is located on an incline and drains to all sides of the property boundaries from the centre-south. Large trees must be left intact. Load and haul clean topsoil material from the borrow pit as will be indicated during the site briefing session. Deposit this onto the site and repair the water control structures. Bid a total sum per m$^3$ for this step – minor site shaping over the entire site including the repair of the existing contours and water control structures.

11.4.2. Sowing of grass and variety seed over the complete site.

The requirement for the complete site is to hand sow in the ratio of 7 people sowing per 2 hectare per working day over the complete area of Strelley Rehabilitated site. The sowing method will be hand sowing of the prepared seed-mix (The seed ratio mix = Granular fertilizer 2:3:4 50%, Agricultural Lime 50%=100%. Seed mix 50%). The people need to be trained in effective spreading of seed over the area. Simplified the formula is 2 Buckets 50% Lime 50% Fertilizer and 1 Bucket seed mix.

The seed mix required per hectare is 25 Kg seed / 2 Hectare. The seed-mix must consist of the following variety of seed dedicated to the Northern Cape endemic plant growth.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antephora pubescens</td>
<td>kg</td>
<td>3</td>
</tr>
<tr>
<td>Cenchrus ciliaris</td>
<td>kg</td>
<td>4.5</td>
</tr>
<tr>
<td>Cynodon dactylon</td>
<td>kg</td>
<td>2</td>
</tr>
<tr>
<td>Digitaria eriantha</td>
<td>kg</td>
<td>2.5</td>
</tr>
<tr>
<td>Enneapogon cenchroides</td>
<td>kg</td>
<td>4</td>
</tr>
<tr>
<td>Eragrostis curvula</td>
<td>kg</td>
<td>2</td>
</tr>
<tr>
<td>Erogrostis teff</td>
<td>kg</td>
<td>1.5</td>
</tr>
<tr>
<td>Heteropogon contortus</td>
<td>kg</td>
<td>3</td>
</tr>
<tr>
<td>Pogonarthria squarrosa</td>
<td>kg</td>
<td>2.5</td>
</tr>
</tbody>
</table>

The above seed-mix is per 2 hectare of sowing land. After the seed was sown, the area needs to be rolled with a barrel roller not exceeding 200Kg weight to imprint and compact the area for successive seed germination and rooting of the sown seed. (Settling)

a) Re-vegetation preparation and labour is required so that the re-vegetation and preparation of the site be a labour intensive initiative and that the local community be actively involved in this part of the project.

b) Introducing of ameliorants. The purchase and mixing into the spreading medium should be included in the total price per square metre. The ameliorant should be of a type that would not require immediate watering. (Like cattle manure, etc.) It should improve the ability of the ground medium to assist the growth of seeds and introduced alternatives to the area with natural rainfall.

c) Spreading of ameliorants Rate/price shall include in final price to load, transport and spreading of all the ameliorants prescribed.

d) Seedbed preparation. Rate/price per hectare shall be included in total price for seedbed preparation if necessary. One rate/price per hectare shall be allowed and included into the total for purchase and seeding with the recommended seed mixture.

e) Manual spreading and distribution of seeds and ameliorants. The seeds and ameliorants are to be pre-mixed with a stable sowing medium like soil to prevent loss of seed and ameliorants by wind. The project area is subject to high local wind speeds and the seeding mix must prevent the dispersion of seeds and ameliorants through wind.

11.4.3. **Demolishing of steel hopper infrastructure on site.**
There is a steel shaft hopper that must be removed from the site by cutting the material into smaller pieces for transportation. The hopper/silo/shaft lining must be removed to a depth of 500mm below the current ground level. The steel needs to be removed and transported to a scrap metal merchant and the excavation where the lining was needed to be backfilled with material and compacted to the shape of the natural gradient on the site.

11.4.4. **Design and confirmation of storm-water control measures**
The water control contours and shaping on the site will be planned and laid out in the project by the MINTEK surveyor prior to extra material being added and shaping being done. No concrete work or other methods is necessary and only soil shaping will be done to achieve on-site run-off water control.

11.4.5. **Fence around site**
The fence around the site is a standard fence. Care should be taken to not damage or harm the structure. The entrance and exit to the enclosure must be done in an ordered and structured way to minimise unnecessary risk to the owner and existent infrastructures.

11.4.9 **Repair purpose of contours and shaping.**
The previous rehabilitation operations left the contours with inadequate material and shapes and they need to be repaired and shaped to specification.
11.5. Schedule of Drawings and Plans

The site has been surveyed and the following plans and drawings are available:

<table>
<thead>
<tr>
<th>Drawing / Plan no.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/MTK/08/02/T</td>
<td>Original outline survey indicating rehabilitation zones.</td>
</tr>
</tbody>
</table>

Figure 24/MTK/08/02/T is included as part of these bid documents.

PART 4: Tender evaluation

12. Evaluation Methodology

The following method of evaluation will be followed:

The Bid will follow a two phased evaluation process which consist of:

- The Functional evaluation of the Bid to be undertaken by a Technical Evaluation Panel; and
- Evaluation of the price and BEE status to be undertaken by the Supply Chain Management office in accordance with the latest PPPFA regulations.

The evaluation panel will individually evaluate each of the proposals received against the criteria listed below in the score sheet. A short list of preferred bids will be compiled. Both phases of evaluation will be according to the specified table of the internal rating.

Only bids who scored a total of 65% or more on the Technical evaluation will qualify to be further evaluated by the Supply Chain Management on cost and BEE criteria as prescribed by the PPPFA regulations, amended in November 2011.

The bidder's track record and technical ability needs to be proven and copies of supporting documentation must be attached.

Each bid will be awarded points out of 100.

Formula for the calculation of points on price:

\[
\frac{40 \times \left\{\frac{\text{Lowest bid on a comparative basis (R-value)}}{X} - \frac{\text{Relevant higher bid on a comparative basis (R-value)}}{X}\right\}}{100}
\]

The results of the technical evaluation of the bids received, along with a recommendation on the preferred bidder, will be forwarded to the bid adjudication committee, who will take a final decision on appointment of the bidder.

Mintek reserves the right to cancel this bid at any stage prior to or after evaluation of the bids received.
<table>
<thead>
<tr>
<th>EVALUATION ASPECT</th>
<th>MAX WEIGHT</th>
<th>SCORE OBTAINED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TECHNICAL EVALUATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1) Experience and track record (Include proof of each item/ category)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Registered engineer on team or in consortium (provide proof) (4)</td>
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<tr>
<td>▪ Experienced supervisors on team (submit CV’s) (6)</td>
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<td></td>
</tr>
<tr>
<td>▪ Experience in health and safety aspects on projects (submit proof) (6)</td>
<td></td>
<td></td>
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<tr>
<td>▪ History of similar labour-intensive projects successfully completed (Submit proof) (8)</td>
<td></td>
<td></td>
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<tr>
<td>▪ Evidence of completing project in remote or rural areas (with basic resource constraints) (5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Timeframe proposed for completion of project (13 weeks or less) (4)</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td><strong>2) Planning ability and feasibility of tender based on:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Method statement/ work plan indicates high local labour content (14)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Method statement (illustrating execution of work – number of teams and supervisors, time frame, understanding of hazards &amp; risks, etc.) (8)</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>▪ Time frames including activities (work programme feasible and well organised) (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Cash flow statement for project and general state of financial affairs (including arrangements needed for bridging finance) (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Balance of different rates (realistic in comparison to each other and market related) and cost items (P&amp;G’s vs. Establishment cost) (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3) Infrastructure &amp; capacity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Quantity &amp; type of equipment to be used for works (8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Availability of equipment, transport and arrangements for back-up equipment (8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Facilities proposed in terms of regulatory requirements, e.g. ablution, housing, water facilities (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Arrangements for safe storage of materials and tools (3)</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL on Technical Evaluation</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

Bidders who score less than 65% on technical evaluation will not proceed to the cost and BEE evaluation aspects and will not be considered further.

<table>
<thead>
<tr>
<th>PREFERENTIAL EVALUATION</th>
<th></th>
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<tbody>
<tr>
<td>Preferential score</td>
<td>90</td>
</tr>
<tr>
<td>The points scored for tender price will be calculated based on the formula prescribed in the amended PPPFA regulations.(see SBD 6.1 herein)</td>
<td></td>
</tr>
<tr>
<td>BEE Status</td>
<td>10</td>
</tr>
<tr>
<td>All BEE scores will be awarded based on the amended PPPFA regulations of November 2011 and as reflected in SBD 6.1 (submit a BBBEE certificate to claim points)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL Score for Bid</strong></td>
<td></td>
</tr>
</tbody>
</table>