



African Exploration
Mining and Finance
Corporation SOC Ltd
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AFRICAN EXPLORATION MINING AND FINANCE CORPORATION SOC LIMITED

(Reg. No. 1944/018018/30)

TENDER NUMBER: AE/VLAK/001/2024

TENDER FOR THE: APPOINTMENT OF A SERVICE PROVIDER WITH A MINIMUM CIDB GRADING OF 8ME FOR THE PLANNING, DESIGN, FABRICATION, ERECTION, COMMISSIONING, OPERATION AND MAINTENANCE OF A WET COAL BENEFICIATION PLANT AND REQUIRED CONVEYOR BELT SYSTEMS FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD (“AEMFC”) AT VLAKFONTEIN MINE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CIDB Grading	8ME or Higher
Bid Issue Date	14 June 2024
Compulsory Site Meeting / Briefing Session	21 June 2024
Tender Closing Date and Time	05 July 2024 at 12:00 PM
Tender Validity Period	120 Days
Closing Venue	Building 1, 1st Floor, 74 Waterfall Drive, Waterfall City Gauteng, 2090

DESCRIPTION OF THE WORKS: PLANNING, DESIGN, FABRICATION, ERECTION, COMMISSIONING, OPERATION AND MAINTENANCE OF A WET COAL BENEFICIATION PLANT AND REQUIRED CONVEYOR BELT SYSTEMS

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DESCRIPTION OF THE WORKS: PLANNING, DESIGN, FABRICATION, ERECTION, COMMISSIONING, OPERATION AND MAINTENANCE OF A WET COAL BENEFICIATION PLANT AND REQUIRED CONVEYOR BELT SYSTEMS

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T1.1 Tender Notice and Invitation to Tender

AEMFC invites suitably qualified Service Provider for the Planning, Design, Fabrication, Erection, Commissioning, Operation and Maintenance of a Wet Coal Beneficiation Plant Conveyor Belt Systems.

BID ISSUE DATE	14 June 2024
BID AVAILABLE	This tender may be downloaded directly from the National Treasury's e-Tender Publication Portal at www.etenders.gov.za , and African Exploration Mining and Finance Corporation at www.aemfc.co.za . Free of charge.
BRIEFING SESSION DATE AND TIME	A compulsory pre-proposal RFP briefing will be conducted at Vlakfontein Mine, c/o N12 and R545 Kendal/Balmoral off-ramp. African Exploration Mining - Vlakfontein Mine. On 21 June 2024 at 10:00 for a period of ± 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. Bidders are to bring with them their own Personal Protective Equipment (PPE) at the compulsory briefing. Note: The onus is upon the bidders to ensure attendance.
CLOSING DATE	05 July 2024
CLOSING TIME	12:00 PM Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
CLARIFICATION ON ENQUIRY DOCUMENTS	Bidders will notify of any clarifications required before the closing time for clarification queries, which is by 12:00 mid-day on 27 June 2024 . Clarifications are to be submitted to tender@aemfc.co.za
BID VALIDITY PERIOD:	120 days from closing. Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
DELIVERY INSTRUCTIONS BY HAND	Bid documents should be deposited in the Bid Box situated at: African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1st Floor 74 Waterfall Drive Waterfall City Gauteng, 2090 Access to the Bid Box is limited to the following hours: Monday to Friday: 08:00 to 17:00 Late Tenders/Bids will not be accepted. Bidders must ensure that bids are delivered on time to the correct address. Bids received late and to incorrect addresses shall not be accepted for consideration. All Tenders must be submitted on the official forms provided by – (not to be modified)
DELIVERY INSTRUCTIONS BY COURIER	If dispatched by courier, the envelope must be addressed as follows: The Compliance Secretariat, Bid AE/VLAK001/2024. and a signature obtained from that Office. African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1st Floor 74 Waterfall Drive Waterfall City, Gauteng, 2090



SECTION 2: NOTICE TO BIDDERS

1. RFP INSTRUCTIONS

- 1.1. Respondents are to sign documents [sign and date the bottom of each page] before submitting the proposal document. The person or persons signing the submission must be legally authorised by the respondent to do so. A duplicate set of documents is required. This second set must be a copy of the original proposal.
- 1.2. Respondents are to note that AEMFC is utilising a two-envelope system for the purpose of receiving this bid. Bidders are required to submit technical/functionality and Commercial and Financial proposals in two separate envelopes.
- 1.3. Proposals must be submitted in duplicate hard copies [**Commercial response1 original and 1 copy**] [**Functional response 1 original and 1 copy**] [and must be in a file or bound. **Note:** The original document must be clearly marked as an original version and must be in a file or bound. Each envelope shall state on the outside the employer's address and identification details stated in the page 1 above, as well as the bid/tenderer's name and contact address.
- 1.4. Both sets of documents are to be submitted to the address specified in **page 1 above**, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as AEMFC will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 1.5. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 1.6. Any additional conditions must be embodied in an accompanying letter. Subject only to **paragraph 9 below** (Legal Review) and, alterations additions or deletions must not be made by the Respondent to the actual RFP documents.
- 1.7. Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bid proposes.

2. COMMUNICATION

- 2.1. Respondents are to note that changes to its submission will not be considered after the closing date.
- 2.2. For specific queries relating to this RFP, an RFP Clarification Request should be submitted to the name of delegated individual stated in the **SBD 1 form** before the closing time for clarification queries, which is by **12:00 mid-day on 24 June 2024** deadline for tender/bid submission. In the interest of fairness and transparency, AEMFC's response to such a query will be published on the e-tender portal and AEMFC website.
- 2.3. After the closing date of the RFP, a Respondent may only communicate with the delegated individual, at email lulamam@aemfc.co.za on any matter relating to its RFP Proposal.
- 2.4. It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of AEMFC in respect of this RFP between the closing date and the date of the award of the business.
- 2.5. Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 2.6. Bidders will be disqualified if the entity or any of its directors is listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 2.7. AEMFC will publish the outcome of this RFP in the National Treasury e-tender portal and AEMFC



website within 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and AEMFC website for the results of the tender/bid process. All unsuccessful bidders have a right to request AEMFC to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the **SBD 1 form**.

- 2.8. There shall be no public opening of the Bid received, however, the list of Bids received may be published on the AEMFC website or National Treasury e-tender portal unless specifically provided for in the RFP.

3. *VALIDITY PERIOD*

- 3.1. Respondents are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract.

- 3.2. AEMFC requires a validity period of **(120 days)** from closing date against this RFP, excluding the first day and including the last day.

4. *BROAD-BASED ECONOMIC EMPOWERMENT (B-BBEE) & SOCIO- ECONOMIC OBLIGATIONS*

- 4.1. AEMFC fully endorses and supports the Government's objective of Broad Based Black Economic Empowerment and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

5. *SPECIFIC GOALS AND PREFERENCE POINTS*

- 5.1. As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and Preferential Procurement Regulations 2022, Bidders are to note that the following preference point systems:

- the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included) OR
- the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included)

When AEMFC association invites prospective Suppliers/Service Providers to submit Proposals for its Specific Goals, it requires bidders to complete (**Section 8**) [the B-BBEE Preference Point Claim Form] and submit it together with proof of their documents as stipulated in the Claim Form in order to obtain Specific Goal Points.

Note: Failure to submit a valid and certified copy B-BBEE certificate or Sworn Affidavit or any other documents specified (as evidence for Specific Goals) at the Closing Date of this RFP will result in a score of zero being allocated for Specific Goals.

6. JOINT VENTURES OR CONSORTIUMS

- 6.1. If the bidder is a Joint Venture or Consortium, a Joint Venture / Consortium agreement signed by all member entities of the Joint Venture or Consortium must be attached together with the registration document of all members entitled.
- 6.2. Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by AEMFC through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to AEMFC.
- 6.3. Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate). Preference points will be awarded to a bidder for attaining the specific goals requirements as per the B-BBEE Preferential Procurement Regulations, 2022 preference point scoring.
- 6.4. Failure to provide a consolidated BBEE Certificate from a SANAS Accredited Service Provider will result in a score of zero.

7. CONFIDENTIALITY INFORMATION DISCLOSURE NOTICE

- 7.1. All information related to this RFP is to be treated with strict confidence. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from AEMFC.
- 7.2. This document may contain confidential information that is the property of African Exploration Mining and Finance Corporation (AEMFC) SOC Ltd.
- 7.3. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this bid, without prior written permission from AEMFC.

8. COMPLIANCE

- 8.1. The successful Respondent [hereinafter referred to as the **[Service provider]**] shall be in full and complete compliance with any and all applicable laws and regulations.

9. DISCLAIMERS

- 9.1. Respondents are hereby advised that AEMFC is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that AEMFC reserves the right in its absolute discretion at any time to:
 - 9.1.1. modify the RFP's Goods/Services and request Respondents to re- bid on any such changes;
 - 9.1.2. reject any Proposal which does not conform to instructions and specifications which are detailed herein;

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- 9.1.3. no alternative bid offers will be considered if it does not comply with clause 1.7;
- 9.1.4. disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.1.5. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.1.6. award a contract for only a portion of the proposed Goods/ Services which are reflected in the scope of this RFP;
- 9.1.7. split the award of the contract between more than one Supplier/Service Provider should it at AEMFC's discretion be more advantageous in terms of amongst others, cost or development considerations;
- 9.1.8. Cancel the bid;
- 9.1.9. validate any information submitted by Respondents in response to this. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to AEMFC to do so;
- 9.1.10. Conduct evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderer/s have necessarily passed any previous stage/s;
- 9.1.11. Not be held liable if Tenderer/s do not continuously check etender portal, AEMFC website or do not provide the correct contact details during the briefing session and do not receive communication with regard to latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof;
- 9.1.12. not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after award of the business, unless the contract specifically provided for;
- 9.1.13. to award the business to the next ranked bidder, provided that he/she is prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender/bid has been published on the National Treasury (NT) e-tender Portal and AEMFC website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- 9.1.14. request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 9.1.15. Should the Tenderer/s be awarded business on the strength of information furnished by the Tenderer/s, which after conclusion of the contract is proved to have been incorrect, AEMFC reserves the right to terminate the contract.
- 9.1.16. AEMFC reserves the right to conduct a risk assessment on the preferred tenderer/s to ascertain if any of the following might present an unacceptable commercial risk to AEMFC:
- unduly high or unduly low tendered rates / price in the tender offer;
 - changes in the contract data of contract provided by the tenderer; and/or
 - the contents of the tender returnable documents which are to be included in the contract.

Note: that AEMFC will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

10. LEGAL REVIEW

- 10.1.** A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by AEMFC's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

- 11.1.** Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

- 11.2.** Registration can be completed online at www.csd.gov.za.

- 11.3.** Tenderers must submit proof of registration on the National Treasury's Central Supplier Database (CSD):
Supplier Number MAAA..... and the Unique Registration Reference number

12. TAX COMPLIANCE

- 12.1.** Respondents must be compliant when submitting a proposal to AEMFC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 199);
- 12.2.** It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations;
- 12.3.** The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids;
- 12.4.** Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

13. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

- 13.1.** The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 13.2.** AEMFC will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 13.3.** The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "AEMFC" and the Data subject is the "Respondent". AEMFC will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and

will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 13.4.** AEMFC reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning AEMFC.
- 13.5.** In responding to this bid, AEMFC acknowledges that it will obtain and have access to personal information of the Respondent. AEMFC agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- 13.6.** AEMFC further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by AEMFC and/or its authorised appointed third parties.
- 13.7.** Furthermore, AEMFC will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, AEMFC requires the Respondent to process any personal information disclosed by AEMFC in the bidding process in the same manner.

AEMFC urges its clients, suppliers, and general public to report any fraud or corruption to Tip Offs Anonymous

Vuvuzela Fraud and Ethics Hotline

Toll Free Number: 0800 333 118

Email: aemfc@thehotline.co.za

Toll Free Fax: 0867 261 681

Postal: PO BOX 10512, CENTURION, 0046

SMS: 30916

Online: <https://www.thehotline.co.za/report>

Mobile application: Vuvuzela Hot app- use 080+0 333 118 to report Corruption



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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Notice No 29138 of 18 August, 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 (see www.cidb.org.za)

The Standard Conditions of Tender makes several references to the Tender Data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	African Exploration Mining and Finance Corporation (Reg No. 1944/018018/30)
C.1.2 The tender documents issued by the	<i>Employer</i> comprise:
Part T: The Tender	
Part T2: Returnable documents	
	T2.1 List of returnable documents
	T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	
	C1.1 Form of offer and acceptance
	C1.2 Contract data
	C1.3 Form of Securities
Part C2: Pricing Data	
	C2.1 Pricing Instructions
	C2.2 Annexure C – Pricing Schedule
Part C3: Scope of work	
Part C4: Site Information	
	C4.1 Annexure A – Pre-start Checklist
	C4.2 Annexure B – Vlakfontein Proposed Coal Processing Flow
	C4.3 Annexure D – Proposed Coal Processing Flow
	C4.4 Annexure E – Planned Washing Plant Coordinates
	C4.5 Annexure F – Washability Data of North, West and Buker Pit and Insights into crude oil contaminated coal



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C4.6 Annexure G – Form ED 105P Project Interim Report

C4.7 Annexure H – Form ED 104P Enterprise Development
Declaration

C4.8 Annexure I – Form ED 101P Project Completion Report

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Clause	Data
C.1.4	Communication and Employer's Agent
	Buyer
	Name
	Bulelwa Mabena
	Address:
	Vlakfontein Mine, c/o N12 and R545 Kendal/Balmoral off-ramp. African Exploration Mining - Vlakfontein Mine
	Tel No.:
	+27 (0) 10 010 6100
	E-mail:
	bulelwam@aemfc.co.za

	Only Tenderers who met the following eligibility criteria are eligible to submit tender:
	Eligibility 1 – Eligibility with regards to attendance of compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture must attend the compulsory clarification meeting in terms of C.2.7.
	Eligibility 2 – Eligibility in terms of CIDB a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with regulation 25 (1B) or 25 (7A) of the CIDB designation of 8ME or higher class of construction work, are eligible to submit tenders.
	b) Joint Ventures are eligible to submit tenders provided that: - every member of a joint venture is registered with the CIDB ; - the lead partner has a contractor grading designation in the 8ME or higher class of construction work; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 8ME or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
	Eligibility 3 – Eligibility in terms of Functional Threshold The total minimum number of evaluation points for functionality is 85 Points
	Eligibility 4 – Eligibility in terms of SBD 1 T2.2-14: SBD 1 Form
	Eligibility 5 – Eligibility in terms of Priced Offer C2.2 : Pricing Schedule / Bill of Quantities (BOQ)



Clause	Data
C.2.7 Clarification Meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.
C.2.8 Seek clarification	Bidders will notify of any clarifications required before the closing time for clarification queries, which is by 12:00 mid-day on 27 June 2024 Clarifications are to be submitted to tender@aemfc.co.za
C.2.12 Alternative offers	Alternative tender offers will not be considered.
C.2.13.3	Each tender offer shall be in the English Language. Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc. In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.



C.2.13.5	The identification details that are to be shown on each tender offer are as follows. Name of Tenderer: _____ Contact Person: _____ Contact Details: _____ Tender Number: AE/VLAK/001/2024 Tender Description: Planning, Design, Fabrication, Erection, Commissioning, Operation and Maintenance of a Wet Coal Beneficiation Plant and Required Conveyor Belt Systems Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) Bid documents should be deposited in the Bid Box situated at: African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1st Floor 74 Waterfall Drive Waterfall City Gauteng, 2090
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Clause	Data
	Access to the Bid Box is limited to the following hours: Monday to Friday: 08:00 to 17:00 Late Tenders/Bids will not be accepted. Bidders must ensure that bids are delivered on time to the correct address. Bids received late and to incorrect addresses shall not be accepted for consideration. All Tenders must be submitted on the official forms provided by AEMFC (not to be modified) Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing. BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
C.2.15 Closing Date and Time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender date 05 July 2024 at 12:00 PM. No late tenders will be accepted
C.2.16 Tender Offer Validity	The tender offer validity period is 120 days , after the closing date of 05 July 2024 . Tenderers are to note that they may be requested to extend the validation of their tender, on the same terms and conditions, if AEMFC internal evaluation and governance approved processes has not been finalised within the validity period.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender: - Valid Tax Clearance Certificate and TCS Pin to verify Tenderers tax compliance - A valid B-BBEE Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit confirming annual turnover and level of black ownership in case of EMEs and QSEs with 51% Black Ownership or more together with the tender. - A valid CIDB Certificate in the correct designation grading. - Proof of registration on the Central Supplier Database - Letter of good standing with Workmen's Compensation Fund by the Tendering Entity or - Separate Letters of Good Standing from all members of newly constituted JV. Note: Refer to Section T2.1 for List of Returnable Documents



C.3.11	Only Tenders that are Administratively and Substantively Responsive (Eligibility Criteria) will be evaluated for functionality. The minimum number of evaluation points for Functionality is 85 Points. The procedure for the evaluation of responsive tenders is Functionality, Financial, Specific Goals and Price and Preference: Only those Tenderers who attain a minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration. Functional Evaluation The total threshold / minimum number of evaluation points for functionality is 85 Points following the stages below: Stage 1 – the minimum threshold for stage 1 is 75 Points out of 90 Points for Tenderers to proceed to Stage 2. Stage 2 – the minimum threshold for stage 2 is 10. Tenderers are required to score a minimum of 75 Points for stage 1 and 10 Points for stage 2 and that 85 Points out of 100 Points must be scored for the Tenderer to proceed to the next stage of evaluation. The functionality criteria and maximum score in respect of each of the criteria are as follows:
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FUNCTIONAL EVALUATION CRITERIA

STAGE 1 – the functionality criteria and maximum score in respect of each of the criteria are as follows:

FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA					
No.	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
1.	Company capacity in planning, design, fabricate, erect, commissioning and operation of a wet coal Processing plant	More than 200 000 tons per month processing capacity	Bidder (own operated operations) to submit Portfolio of evidence signed by a senior manager that has authority to sign on behalf of the company confirming plant capacity.	20	20
		More than 160 000 to 200 000 tons per month processing capacity		15	
		More than 140 000 to 160 000 tons per month processing capacity	Bidder (Service Provider) to submit signed and contactable Reference Letter on the client company letter head that has authority to sign on behalf of the company confirming plant capacity.	10	
		120000 to 140 000 000 tons per month processing capacity .		5	
		Less than 120 000 tons per month processing capacity	Reference letters are to be attached for all clients listed and final points will be awarded upon confirmation of the information provided.	0	
NB. Failure to provide the required information and reference letters will lead to a bidder scoring zero on points. Experience from projects running concurrently will not be added up but will be treated as one.					
2.	Company experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	More than 5 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	Bidder (own operated operations) to submit Portfolio of evidence signed by a senior manager that has authority to sign on behalf of the company confirming company experience.	15	15
		More than 3 years to 5 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	Bidder (Service Provider) to submit signed and contactable Reference Letter on the client company letter head that has authority to sign on behalf of the company confirming company experience. Reference letters are to be attached for all clients listed and final points will be awarded upon confirmation of the information provided.	10	
		1 year to 3 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants		5	
		Less than 1-year experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants		0	
N.B. Failure to provide required information and reference letters will lead to a bidder scoring zero on points. Experience from projects running concurrently will not be added up but will be treated as one.					
3.	Experience of senior core team members to be assigned to the site during construction phase.	More than 5 years of experience in construction of wet coal processing plants	Bidder to submit CVs with contactable references, (to be attached).	10	10
	• Site Manager	More than 3 to 5 years of experience in construction of wet coal processing plants		5	
		1 to 3 years of experience in construction of wet coal processing plants		3	
		Less than 1 year experience in construction of wet coal processing plants		0	
NB. CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points					
4.	Experience of support core team members to be assigned to the site during construction phase.	More than 5 years of experience in construction of wet coal processing plants	Bidder to submit CVs with contactable references, (to be attached).	5	5
	• Supervisor	More than 3 to 5 years of experience in construction of wet coal processing plants		3	
		1 to 3 years of experience in construction of wet coal processing plants		2	
		Less than 1 year experience in construction of wet coal processing plants		0	
NB. CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points					



No.	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
5.	Experience of senior core team members to be assigned to the site during operation phase. • Site Manager	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
	CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points				
6.	Experience of support core team members to be assigned to the site during operation phase. • Shift Supervisor	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
7.	Experience of support core team members to be assigned to the site during operation phase. • Maintenance Artisans	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
N.B: CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points.					
8.	Qualifications of senior core team members. Site Manager with experience in construction of wet coal processing plants	Structural Engineering Degree or equivalent with ECSA Registration	Bidder to submit certified copy of the required qualification and professional registration with ECSA as a professional Structural Engineer (to be attached)	5	5
		No qualification		0	
9.	Qualifications of support core team members. Construction Supervisor with experience in construction of wet coal processing plants	N4 or higher Certificate with a mechanical trade test	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No qualification		0	
10.	Qualifications of senior core team members during operation phase. Site Manager with experience in wet coal processing activities	Metallurgical or Chemical Engineering Diploma and/or Degree or equivalent	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No qualification		0	
11.	Qualifications of support core team members during operation phase. Plant Supervisor with experience in wet coal processing activities	Grade 12/N3 and Advanced coal preparation certificate	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		Grade 12/N3 and Basic coal preparation certificate		3	
		No Grade 12/N3 and coal preparation certificate		0	
12.	Qualifications of support core team members. Maintenance Artisans with experience in wet coal processing activities	Relevant Trade Test	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No Trade Test		0	
N.B: Failure to provide all relevant certificates will lead to a bidder scoring zero on points. AEMFC reserves the right to verify the validity of the certificates submitted. Attach all relevant certificates as declared above. N.B: All certified submitted documents must be certified within a period of 6 months, from the closing bid submission date.					
Total Weighting:					90
Minimum Threshold					75
The minimum threshold for Stage One (1) is 75 for bidders to proceed to Stage Two (2)					



FUNCTIONAL EVALUATION CRITERIA

STAGE 2 EQUIPMENT SITE INSPECTION

FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA				
NO	EVALUATION CRITERIA	SCORING PRINCIPLE	RATING	WEIGHTING SCORE
1.	Completed project site inspection	Plant completed with capacity as referenced in technical evaluation returnable Bidder to provide the plant specification manual to the evaluation team on site visit	10	10
		No plant completed with capacity as referenced in technical evaluation returnable and no plant specification manual provided on site visit	0	
N.B: Equipment to be inspected to be available for inspection at a mutually agreed place and time. Site inspection is to be restricted to the top companies that achieved a minimum of 75 points from Stage 1.				
Total Weighting:				10
Minimum Threshold for Stage 2				10
In order to proceed to the next stage, the bidder must reach a minimum threshold of 75 in Stage One (1) and 10 in Stage Two (2)				85
Total Weighting Stage 1 and 2:				100

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-3: Evaluation Schedule – Company Capacity in planning, design, fabricate, erect, commissioning, and operation of wet coal processing plant.
- T2.2-4: Evaluation Schedule – Company Capacity in planning, design, fabricate, erect, commissioning, and operation of wet coal processing plant.
- T2.2 – 5: Evaluation Schedule – Management & CV's of Core Team with experience and qualifications.

Only those Tenderers who attain a minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration.

The scores of each of the Evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Please Note: Any Tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C3.11 – Only tenders that achieve the minimum qualifying score of **85 Points** for functionality will be evaluated further for Financial Evaluation and Specific Goals in accordance with the 90/10 preference points system as described in the Preferential Procurement Regulation (PPR) 2022:



90 where the financial value of one or more responsive tenders received have a value equal to or greater than R50 million, inclusive of all applicable taxes.

C.3.11.3 90/10 Preference Point System	The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million: (a) AEMFC will utilise the following formula in its evaluation on Price: $PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ Where: <i>Ps</i> = Score for the Bid under consideration <i>Pt</i> = Price of Bid under consideration <i>Pmin</i> = Price of lowest acceptable Bid
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Only those tenderers who attain the minimum number of evaluation points for functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in a tender being disqualified and removed from any further consideration.



PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 These are required for eligibility purposes:

T2.2-1 Eligibility Criteria Schedule – Certificate of attendance of Compulsory Tender Clarification meeting.

T2.2-2 Eligibility Criteria Schedule – CIDB Certificate and Certificate of attendance of briefing.

T2.2-3 Eligibility Criteria Schedule – SBD1 Form (Invitation to Bid).

T2.2-4 Eligibility Criteria Schedule – Pricing Schedule.

T2.2-5 Project Schedule of all Activities which includes all Major Milestones, major element timelines.

2.1.2 These are the schedules will be utilized for Functionality Evaluation Purposes

T2.2-6 Evaluation Schedule: Company capacity

T2.2-7 Evaluation Schedule : Company previous experience

T.2.2-8 Evaluation Schedule: CV's of Core Team Members for Operation and Construction Phase.

2.1.3 Returnable Schedules General

T2.2-9 Specific Goals

T2.2-10 Availability of Equipment and other resources.

T2.2-11 Resolution to sign on behalf of Company.

T2.2-12 Record of addenda to tender documents.

T2.2-13 Letter of Good Standing.

2.1.4 Agreement and Commitment by Tenderer

T2.2-14 Compulsory Enterprise Questionnaire

T2,2-15 SBD 1 Form

T2.2-16 SBD 4 Declaration of Interest

T2.2-17 SBD 6.1 Preferential Procurement Regulations

T2.2-18 SBD 9 Certificate of Independent Bid Determination

T2.2-19 Valid BBBEE Status Level of Contributor Certificate

T2.2-20 Proof of Registration on CSD with National Treasury

T2.2-21 Proof of registration with CIDB

T2.2-22 Risks Elements

T2.2-23 Proposed Sub-contractors

2.1.5 Bonds / Guarantees / Financial / Insurance

T2.2-24 Three (3) years audited financial statement

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|------|------|--|
| 2.2 | C1.1 | Offer Portion of Form of Offer & Acceptance |
| 2.3 | C1.2 | Contract Data |
| 2.4 | C1.3 | Forms of Securities |
| 2.5 | C2.1 | Pricing Instruction Activity Schedule |
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| 2.7 | C3 | Scope of Works |
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| 2.12 | C4.4 | Annexure E – Form ED 105P Project Interim Report |
| 2.13 | C4.5 | Annexure F – Form ED 104P Enterprise Development Declaration |
| 2.14 | C4.6 | Annexure G – Form ED 101P Project Completion Report |

Eligibility

T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented By:

Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

.....

.....

Capacity

.....

Attendance of the above company at the meeting was confirmed by the AEMFC’S REPRESENTATIVE:

Name

Signature

.....

.....

For and on Behalf of the
Employers Agent.

Date

.....

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T2.2-2: Eligibility Criteria Schedule - CIDB Registration

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below

CRS Number	Status	Grading	Expiry Date
-----	-----	-----	-----

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8ME or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the a **8ME or higher** class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

Signed

Date

Name

Designation

Tenderer



T2.2-3: Eligibility Criteria Schedule – SBD 1 Form

Note to tenderers:

Tenderer to submit the SBD 1 Form.

Signed	_____	Date	_____
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Name	_____	Position	_____
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Tenderer	_____
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T2.2-4: Eligibility Criteria Schedule – Bill of Quantities

Note to tenderers:

Tenderer to submit the priced Bill of Quantities.

Signed

Date

Name

Position

Tenderer

T2.2-5: Eligibility Criteria Schedule: Project Schedule

Note to tenderers:

Project Plan

The Tenderer details the proposed project schedule of all activities which includes all major milestones, major elements timelines of the planning, design, supply, deliver, fabricate, install / erect, commission, testing, , commissioning, and/or operate and maintain a wet processing plant at Vlakfontein.

The Tenderer details the proposed project plan below or makes reference to his proposed project plan and attached it to this schedule.

The tenderer shall provide the proposed project plan, at the maximum of Level 3 showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to provide the works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the project plan must clearly demonstrate all items with long lead items.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Access Date, Planned Completion, Sectional Completion Dates & Completion Date.
- In addition the project plan clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

Attached submissions to this schedule:

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Signed

Date

Name

Position

Tenderer



NB. Failure to provide the required information and reference letters will lead to a bidder scoring zero on points. Experience from projects running concurrently will not be added up but will be treated as one.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-7: Evaluation Schedule: Company Previous Experience in planning, design, fabricate, erect, commissioning, and operation of a wet coal processing plant

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall (Own operated operations) submit portfolio of evidence signed by Senior Manager that has authority to sign on behalf of the company confirming experience.

Tenderer (Service Provider) to submit signed and contactable Reference Letter on the Client company letterhead that has authority to sign on behalf of the company confirming company experience.

Reference Letters are to include (years of experience) with contact details of previous and current customers and also demonstrate their relevant experience with regards to past performance in comparable projects of similar size and nature.

Reference letters are to be attached for all clients listed and final points will be awarded upon confirmation of the information provided.

Index of documentation attached to this schedule:

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EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
Company experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	More than 5 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	Bidder (own operated operations) to submit Portfolio of evidence signed by a senior manager that has authority to sign on behalf of the company confirming company experience.	15	15
	More than 3 years to 5 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	Bidder (Service Provider) to submit signed and contactable Reference Letter on the client company letter head that has authority to sign on behalf of the company confirming company experience.	10	
	1 year to 3 years' experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants	Reference letters are to be attached for all clients listed and final points will be awarded upon confirmation of the information provided.	5	
	Less than 1-year experience in planning, design, fabricate, erect, commissioning and operation of wet processing plants		0	
N.B. Failure to provide required information and reference letters will lead to a bidder scoring zero on points. Experience from projects running concurrently will not be added up but will be treated as one.				

Signed

Date



Name	Position
Tenderer	

T2.2-8: Evaluation Schedule: Management & CV's of Core Team

Note to tenderers:

Tenderers are required to submit CV's with contactable references including certified copy of the required qualifications and professional registration with ECSA as a Professional Structural Engineer are to be attached.

Please provide the specific project resources for the *works*.

Submit the following documents as a minimum with your tender document:

1. The tenderer should compile a comprehensive and detailed **organogram** that shows the structure and composition of their entire main discipline resources involved in the contract inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Identify the required legal appointments, the proposed technical, support and site staff on the organogram.
3. The roles and responsibilities of each main discipline resources should be clearly stated in the CV's of respective resources.
4. CV's to provide (in detail) the following:
 - Detailed general experience in this specific project related activity and positions held.
 - The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) to be attached.
 - Outline of recent assignments / experience (inclusive of total duration) that has a bearing on the scope of work
5. Main discipline resources should include at least, amongst others:
 - Site Manager x 2
 - Supervisor
 - Shift Supervisor
 - Maintenance Artisan

Site Manager

- Experience of senior core team members to be assigned to the site during construction phase.
- More than 5 years of experience in construction of wet coal processing plants
- Structural Engineering Degree or equivalent with ECSA Registration

Supervisor

- Experience of support core team members to be assigned to the site during construction phase.
- More than 5 years of experience in construction of wet coal processing plants
- N4 or higher Certificate with a mechanical trade test

Site Manager

- Experience of senior core team members to be assigned to the site during operation phase.
- More than 5 years of experience in wet coal processing activities
- Metallurgical or Chemical Engineering Diploma and/or Degree or equivalent

Shift Supervisor

- More than 5 years of experience in wet coal processing activities.
- Grade 12/N3 and Advanced coal preparation certificate

Maintenance Artisans

- More than 5 years of experience in wet coal processing activities
- Relevant Trade Test

A minimum of the following experienced key persons should be assigned to the contract.

Key Persons	Experience in wet coal processing activities	During phase. operation	Mechanical Building Services and Fire Protection
Site Manager	X		
Supervisor	X		
Shift Supervisor	X	X	X
Maintenance Artisans	X		

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource
Site Manager	
Supervisor	
Shift Supervisor	
Maintenance Artisans	

The scoring of the Project Organogram, Management & CV's of Core Team will be as follows:

No.	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
3.	Experience of senior core team members to be assigned to the site during construction phase. • Site Manager	More than 5 years of experience in construction of wet coal processing plants	Bidder to submit CVs with contactable references, (to be attached).	10	10
		More than 3 to 5 years of experience in construction of wet coal processing plants		5	
		1 to 3 years of experience in construction of wet coal processing plants		3	
		Less than 1 year experience in construction of wet coal processing plants		0	
NB. CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points					
	Experience of support core team members to be assigned to the site during construction phase.	More than 5 years of experience in construction of wet coal processing plants	Bidder to submit CVs with contactable	5	
		More than 3 to 5 years of experience in construction of wet coal processing plants		3	



4.	• Supervisor	1 to 3 years of experience in construction of wet coal processing plants	references, (to be attached).	2	5
		Less than 1 year experience in construction of wet coal processing plants		0	
NB. CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points					

No.	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
5.	Experience of senior core team members to be assigned to the site during operation phase. • Site Manager	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
	CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points				
6.	Experience of support core team members to be assigned to the site during operation phase. • Shift Supervisor	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
7.	Experience of support core team members to be assigned to the site during operation phase. • Maintenance Artisans	More than 5 years of experience in wet coal processing activities	Bidder to submit CVs with contactable references, (to be attached).	5	5
		More than 3 to 5 years of experience in wet coal processing activities		3	
		1 to 3 years of experience in wet coal processing activities		2	
		Less than 1 year experience in wet coal processing activities		0	
N.B: CVs with contactable references to be attached. Failure to provide CVs with contactable references will lead to a bidder scoring zero on points.					
8.	Qualifications of senior core team members. Site Manager with experience in construction of wet coal processing plants	Structural Engineering Degree or equivalent with ECSA Registration	Bidder to submit certified copy of the required qualification and professional registration with ECSA as a professional Structural Engineer (to be attached)	5	5
		No qualification		0	
9.	Qualifications of support core team members. Construction Supervisor with experience in construction of wet coal processing plants	N4 or higher Certificate with a mechanical trade test	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No qualification		0	
10.	Qualifications of senior core team members during operation phase. Site Manager with experience in wet coal processing activities	Metallurgical or Chemical Engineering Diploma and/or Degree or equivalent	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No qualification		0	
11.	Qualifications of support core team members during operation phase. Plant Supervisor with experience in wet coal processing activities	Grade 12/N3 and Advanced coal preparation certificate	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		Grade 12/N3 and Basic coal preparation certificate		3	
		No Grade 12/N3 and coal preparation certificate		0	
12.	Qualifications of support core team members. Maintenance Artisans with experience in wet coal processing activities	Relevant Trade Test	Bidder to submit certified copy of the required qualification (to be attached)	5	5
		No Trade Test		0	
N.B: Failure to provide all relevant certificates will lead to a bidder scoring zero on points. AEMFC reserves the right to verify the validity of the certificates submitted. Attach all relevant certificates as declared above. N.B: All certified submitted documents must be certified within a period of 6 months, from the closing bid submission date.					
Total Weighting:					90
Minimum Threshold					75
The minimum threshold for Stage One (1) is 75 for bidders to proceed to Stage Two (2)					



Attached submissions to this schedule:

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Signed

Date

Name

Position

Tenderer



Each will be assessed in terms of the scores stated in functional evaluation criteria. The score of each of the evaluators will be averaged , weighted and then totaled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non- responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

T2.2-9: Evaluation Schedule: Specific Goals

Note to tenderers:

Tenderers are required to submit the documents required for the verification of points for specific goals. AEMFC has identified in its Supply Chain Management Policy, **Specific Goals**, which will be used to promote transformation and empowerment.

The Specific Goal/s applicable to the tender/bid is stated in the table below:

No	The specific goals points in terms of this bid	Number of points allocated (90/10) by AEMFC	Number of points Claimed (90/10) by the bidder	Documents to be submitted for verification
1	Percentage (%) ownership by Black	Points (5)	Bidder	- ID Copy of Owner / Director; - B-BBEE Certificate / Sworn Affidavit; and - Company Registration Documents
	81-100%	5		
	51-80	2,5		
	31-50	2		
	<30	1,5		
	0%	0		
2	Percentage (%) ownership by women	Points (5)	Bidder	- ID Copy of Owner / Director; - B-BBEE Certificate / Sworn Affidavit; and - Company Registration Documents
	81-100%	5		
	51-80	2,5		
	31-50	2		
	<30	1,5		
	0%	0		

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

T2.2-10: Returnable Schedule – Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the works as described in the Works Information. The availability and details of ownership for each item are to be provided.

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Signed

Date

Name

Position

Tenderer

T2.2-11 Returnable Schedule - Resolution to Sign on Behalf of Company

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

.....
(legally correct full name and registration number, if applicable, of the Enterprise)

held at (place)

on (date)

RESOLVED that:

- The Enterprise submits a Tender to in respect of the following:
Tender Reference Number: **AE/VLAK018/2023:**

Appointment of a Service Provider with a minimum CIDB Grading 8SL for the Planning, Design, Fabrication, Erection, Commissioning, Operation, and Maintenance of a Wet Coal Beneficiation Plant and Required Belt Conveyor Systems for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) for a period of thirty-six (36) months.

- *Mr/Mrs/Ms in *his/her capacity as:

..... (position)

And who will sign as follows: _____ (Signature)

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

	NAME	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			
Note: *Delete which is not applicable NB: This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise or majority of directors of the Tendering Enterprise. - Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.			ENTERPRISE STAMP

T2.2-12: Returnable Schedule – Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-13: Returnable Schedule – Letter of Good Standing with the Workmen’s Compensation Fund

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Attached to this schedule is the Letter/s of Good Standing:

- 1.
- 2.
- 3.
- 4.

	Name of Company / Members of Joint Venture
1	
2	
3	
4	
5	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: - a.) the tenderer has complied in full with all eligibility criteria - b.) the tenderer is able to provide a valid tax pin issued by South African revenue services to verify tender's compliance.. - c.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - e.) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. - f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; - g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C.3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract **[the Agreement]** and fail to present AEMFC with such renewals as and when they become due, AEMFC shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which AEMFC may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

T2.2-14 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity Number*	Personal Income Tax Number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:		Date:	
Name:		Position	
Enterprise Name:			

T2.2-15:

SBD 1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD							
BID NUMBER:	AE/VLAK001/2024	ISSUE DATE:	10 June 2024	CLOSING DATE:	02 July 2024	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER WITH A MINIMUM CIDB GRADING 8SL FOR THE PLANNING, DESIGN, FABRICATION, ERECTION, COMMISSIONING, OPERATION, AND MAINTENANCE OF A WET COAL BENEFICIATION PLANT AND REQUIRED CONVEYOR BELT SYSTEMS FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD ("AEMFC") FOR A PERIOD OF THIRTY-SIX (36) MONTHS.						
BID RESPONSE DOCUMENTS SUBMISSION							
BID RESPONDENTS DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1 st Floor 74 Waterfall Drive Waterfall City Gauteng 2090							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Bulelwa Sogwazile			CONTACT PERSON	Bulelwa Sogwazile		
TELEPHONE NUMBER	010 010 6100			TELEPHONE NUMBER	010 010 6100		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	bulelwas@aemfc.co.za			E-MAIL ADDRESS	Tender@aemfc.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS							
TAX COMPLIANCE SYSTEM PIN:							
CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No						
B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX]	☐ Yes ☐ No						
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE ACT]							

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER



DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:.....

T2.2-16:**SBD 4 DECLARATION OF INTEREST****(SBD4)**

1. Any legal person, including persons employed by the state, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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/adjudging 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):

2.4. Company Registration Number.....

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.

2.6.1.1. **“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.

3. **Are you or any person connected with the bidder presently employed by the state? YES/NO**

3.1. **If so, furnish the following particulars:**

- (a) Name of person / director / trustee / shareholder/ member:
.....
- (b) Name of state institution at which you or the person connected to the bidder is employed:
.....
- (c) Position occupied in the state institution:
.....
- (d) Any other particulars:
.....

- 3.1.1. 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
- 3.1.2. 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.

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

4. 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

- 4.1. If so, furnish particulars:
-

5. 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

- 5.1. If so, furnish particulars.
-

6. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

- 6.1. If so, furnish particulars.
-

7. 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

- 7.1. If so, furnish particulars:
-

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal

9. DECLARATION

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.2-17:**SBD 6.1****SBD 6.1****1. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT****REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

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

2. GENERAL CONDITIONS**2.1.** The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2. To be completed by organ of state

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

2.3. Points for this bid shall be awarded for:

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

2.4. The maximum points for this bid are allocated as follows:

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

2.5. Failure on the part of a bidder/tenderer to submit proof of documentation required in terms of this bid/tender to claim points for Specific Goals with the bid/tender, will be interpreted to mean that preference points for Specific Goals are not claimed.**2.6.** The organ of state reserves the right to require of a bidder/tenderer, either before a bid/tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.**3. DEFINITIONS**

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

4. FORMULAE FOR PROCUREMENT GOODS AND SERVICES**4.1. POINTS AWARDED FOR PRICE**

4.1.1. THE 90/10 PREFERENCE POINTS SYSTEM:

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

90/10

$$P_s \times \frac{90}{P_t - P_{min}}$$

- Where
- Ps = Points scored for price of bid under consideration
 - Pt = Price of bid under consideration
 - Pmin = Price of lowest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1. In terms of Regulation 4 (2); 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded for Specific Goals stated in the tender/bid. For the purposes of this tender the tenderer/bidder will be allocated points based on the goals stated in **table 1 below** as may be supported by proof/documentation stated in the conditions of this tender:
- 5.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 - (c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system
- 5.3. **Table 1: Specific goals for the tender/bid and points claimed are indicated per the table below.**
(Note to organs of state: Where either the 90/10 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers/bidders: The tenderer must indicate how they claim points for each preference point system.)
- 5.4. AEMFC has identified in its Supply Chain Management Policy, **Specific Goals**, which will be used to promote transformation and empowerment. **The Specific Goal/s applicable to the tender/bid is stated in the table 1 below:**

No	The specific goals points in terms of this bid	Number of points allocated (90/10) by AEMFC	Number of points Claimed (90/10) by the bidder	Documents to be submitted for verification
1	Percentage (%) ownership by Black	Points (5)	Bidder	• ID Copy of Owner / Director; • B-BBEE Certificate / Sworn Affidavit; and • Company Registration Documents
	81-100%	5		
	51-80	2,5		
	31-50	2		
	<30	1,5		
	0%	0		
2	Percentage (%) ownership by women	Points (5)	Bidder	• ID Copy of Owner / Director; • B-BBEE Certificate / Sworn Affidavit; and • Company Registration Documents
	81-100%	5		
	51-80	2,5		
	31-50	2		
	<30	1,5		
	0%	0		

5.5. Bidders/Tenders must submit B-BBEE certificate issued by an authorised body or a B-BBEE Sworn affidavit to claim specific goals (s) points.

5.6. Proof of documentation must be attached in the form of Valid B-BBEE certificate or Sworn Affidavit that is valid for a period of twelve (12) months from date signed by the commissioner.

5.7. AEMFC can only award points provided sufficient information and required documents are correctly completed and returned with the proposals.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:.....

6.2. VAT registration number:.....

6.3. Company registration number:.....

6.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

6.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



6.7. Total number of years the company/firm has been in business:.....



6.8. 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



T2.2-18

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids/quotes¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

DESCRIPTION: Appointment of a Service Provider with a minimum CIDB Grading 8SL for the Planning, Design, Fabrication, Erection, Commissioning, Operation, and Maintenance of a Wet Coal Beneficiation Plant and Required Belt Conveyor Systems for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) for a period of thirty-six (36) months. AE/VLAK018/2023.

(Quote Number and Description)

in response to the invitation for the quote made by:

African Exploration Mining and Finance Corporation (SOC) Ltd

(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.

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....

Signature

.....

Date

.....

Position

.....

Date



T2.2-19

VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit 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).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

T2.2-19

B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname															
Identity Number							-					-		-	

Hereby declare under oath as follow:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of the dti Codes of Good Practice
- I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:	Date:
 Commissioner of oaths (Signature and stamp)	

T2.2-20

PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

T2.2-21**PROOF OF REGISTRATION WITH THE CIDB**

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Tenderers are to identify and evaluate the potential risk elements associated with the works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If no risks are identified "No Risks" must be stated in this schedule.

Attached submissions to this schedule:

[illegible]



.....

.....

.....

.....

.....

.....

Date _____

Position

Tenderer

Name of proposed Subcontractor	Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Amount of work subcontracted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
--------------------------------	--------------------	---------------------------	---	---	---



1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

T2.2-24: Three (3) years Audited Financial Statement

Attached to this schedule is the last three (3) years audited financial statements of the tenderer / members of the Joint Venture.

NAME OF THE COMPANY / COMPANIES AND INDEX OF ATTACHMENTS:



.....

.....

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works Appointment of a Service Provider with a minimum CIDB Grading of 8ME for the Planning, Design, Fabrication, Erection, Commissioning, Operation , and Maintenance of a Wet Coal Beneficiation Plant and required belt conveyor systems for African Exploration Mining and Finance Corporation (SOC) Ltd (AEMFC) at Vlakfontein for a period of thirty-six (36) months.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

THE OFFERED TOTAL OF PRICES EXCLUSIVE OF VALUE ADDED TAX IS

R (in figures)

Value added tax @15% is R (in words)

The offered total of prices inclusive of VAT is R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)



1.

2.



ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
 Part C2 Pricing Data
 Part C3 Scope of Work
 Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)



1.	
2.	



SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
- 2. A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject:

Details:

4.2 Subject:

Details:

4.3 Subject:

Details:

4.4 Subject:

Details:

4.5 Subject:

Details:



By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.



2.	

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____(day) of _____(month) _____(year) at _____(place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

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C.1.2.1 *GENERAL CONDITIONS OF CONTRACT*

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)

Telephone:

E-Mail:

Web:

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	1.1.1.3 Certificate of Completion <u>Add</u> the following to the clause: <i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i>
		1.1.1.24 Practical Completion <i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i>
		1.1.1.35 Construction Work Permit <i>Construction Work Permit" means a statutory permit as defined in the Construction Regulations 2014.</i>
1.2.1	Delivery of notices	1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i>
		1.2.1.4 <i>posted to the Contractor's address, and delivered by the postal authorities; or</i>
		1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i>
1.2.3	Authority of representatives	1.2.3.1 <i>The Employer has authorised the Mine Manager: Walter Seakamela to act on his behalf in respect of this Contract, save for such duties or functions:</i>
		1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i>
		1.2.3.1.2 <i>for which the Mine Manager: Walter Seakamela has no authority and the Employer's approval is required before execution thereof.</i>

2.4.1	Ambiguity or Discrepancy	<i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i> <i>a) Form of Offer and Acceptance</i> <i>b) Contract Data</i> <i>c) General Conditions of Contract</i> <i>d) Drawings</i> <i>e) Scope of Work</i> <i>f) Standard Specifications</i> <i>g) Bill of Quantities</i> <i>h) any other documents forming part of the Contract</i> <i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i>
-------	--------------------------	--



3.2.3	Specific approval of the Employer required	<i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i> 3.2.3.1 <i>certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i> 3.2.3.2 <i>issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i> 3.2.3.3 <i>issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i> 3.2.3.4 <i>approval of any claim submitted by the Contractor in terms of Clause 10.1.</i>
4.1.2	Contractor's liability for own design errors	<i>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</i> 4.1.2.1 <i>A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</i> 4.1.2.2 <i>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</i> 4.1.2.3 <i>Design calculations should the Employer's Agent request a copy thereof.</i> 4.1.2.4 <i>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's</i>



		<i>Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</i> 4.1.2.5 <i>“As-Built” drawings in DXF electronic format after completion of the Works.</i> <i>The Contractor shall be responsible for the design of the Temporary Works.</i>
4.3	Legal Provisions	4.3.3 <i>Wages and conditions of work:</i> <i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i> <i>ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</i> 4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the (AEMFC) included in section C1.5.</i> 4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i>



		4.3.6 Contractor's Designer <i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i>
		4.3.7 Construction Work Permit <i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i> <i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i>
5.3.3	Time to instruct the commencement of the works	"14 days".
5.6.1	Programme of works	<i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i>
5.7.1	Rate of progress	<i>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i>
5.9.2	Further drawings and instructions	<i>All instructions shall be in writing</i>



5.12	Extension of time for Practical Completion	5.12.5 <i>Critical path provision</i> <i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the</i>
------	--	---



		<i>approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i>
--	--	---

5.12.6 Extension of time due to abnormal rainfall

Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.

Method 1: Rainfall formula method

The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.

Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:

$$V = \left| \frac{N_w - N_n}{N_n} \right| \frac{R_w - R_n}{X}$$

If V is negative and its absolute value exceeds N_n , then V shall be equal to minus N_n .

If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.

The symbols shall have the following meaning:

V = Extension of time in calendar days in respect of the calendar month under consideration

N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.

R_w = Actual rainfall in mm for the calendar month under consideration.

N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.

R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the





		derived values of R_n will be provided in the Project Specifications. $X = 20$ unless otherwise provided in the Project Specifications $Y = 10$ unless otherwise provided in the Project Specifications The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work. The factor $\frac{ R_w - R_n }{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month. Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with. This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof. <u>Method 2: Expected delay method</u> The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time. Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer. Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub- Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.
--	--	--



		<i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i>
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5.17	Penalty for noncompliance	5.17.1 Faulty Workmanship or Materials <i>This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer's Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer's Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification.</i>
		5.17.2 Road Markings; <i>On all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall. A non-performance penalty of R5 000,00 per day per measure will be applicable</i>
		5.17.3 All Traffic Accommodation measures; <i>As per SARTSM Vol. 2 Chapter 13 .must be adhere to for all measures during construction. A non-compliance penalty of R5 000,00 per day per measure will be applicable. All work to be stopped immediately until all remedial measures are in place in accordance with specification.</i>
6.1	Payment to Contractor	6.1.2 <i>Payment for works identified in the Scope of Work as being labour- intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i>
		6.1.3 <i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i>
		6.1.4 <i>The Contractor shall be paid at in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the, unless otherwise stated in the Data provided by Employer.</i>
6.2	Security	6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i>



8.6	Insurances	8.6 Insurances 8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i>
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		8.6.1.1 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i> b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub- Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> d. <i>Removal of debris;</i> e. <i>Surrounding property</i> f. <i>Work away;</i> g. <i>Off-site storage</i> h. <i>Temporary repairs;</i> i. <i>Contribution clause – marine;</i> j. <i>Escalation during Contract Period;</i> k. <i>Post loss escalation;</i> l. <i>Automatic reinstatement;</i> m. <i>Principals maintenance;</i> n. <i>Property taken over;</i> o. <i>Beneficial occupation;</i> p. <i>Escalation due to currency fluctuation;</i> q. <i>Manufacturers guarantees</i> 8.6.1.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i> a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50- million (excluding VAT).</i> 8.6.2 <i>Insurance premium payable</i> <i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be</i>
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		<i>calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i> 8.6.3 Additional insurance by the Employer <i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i> 8.6.4 Additional insurance by the Contractor / Subcontractor <i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i> 8.6.5 Contractor satisfied with insurance <i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i> 8.6.6 Contractor to observe conditions <i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i> 8.6.7 Contractor to insure <i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i> <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor</i>
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		that are used in the execution of the contract for the full replacement value thereof. d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles. e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation: - Compensation for Occupational Injuries and disease, 1993 - Unemployment Insurance Act, 1996 - The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended. 8.6.8 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management. 8.6.9 Reporting of incidents In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures: a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty- eight) hours giving the circumstances, nature and an estimate of the loss or damage. b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting. c. The following documentation must be included with the claim documentation: - Photos of damages caused or suffered as proof or substantiation of the claims.
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		d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i> e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> 8.6.10 Reporting of catastrophic incidents <i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i> a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty- four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident.</i> c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub- contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i> 8.6.11 Reporting of crime related incidents <i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police</i>
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		Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated. 8.6.12 Claim documentation The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form. The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage. Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void. 8.6.13 Authorization of claim forms It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer. 8.6.14 Contractor to pay deductibles Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy. 8.6.15 Settlement of claims All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims. The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief
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		<i>Financial Officer will authorize all settlements of claims.</i> <i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i> <i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i>
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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA	
1.1.1.13	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.	
1.1.1.14	The time for achieving Practical Completion is:	Will be specified with each work order.	
1.1.1.15	The name of the Employer is:		
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract	
1.2.1.2	The address of the Employer is:	Physical Address:	
		Postal Address:	
1.1.1.16	The name of the Employer's Agent is:	Frank Lambert	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	
		Postal Address:	
		E-Mail Address:	



3.1.3		- The Employer's Agent is required to obtain approval of the Employer: - for expenditure on the Contract to exceed the Contract Price; - prior to the execution of any of the following duties of functions:	
		CLAUSE	DUTY/FUNCTION
		3.2.1	Nomination of person as Employer's Agent's Representative
		3.3.4	Authorization to Employer's Agent's Representative or any other person
		4.10.1	Approval to use the Site for any other purpose such as housing
		5.3.1	Delivery of the written notice to commence the execution of the works
		5.6.3	Approval of programme of construction
		5.7.2	Permission to carry out work by day and by night
		5.8.1.1	Approval to work on special non-working days and between sunset and sunrise
		5.9.7	Approval of Contractor's designs
		5.11	Suspension of progress of the Works
		5.13.2	Reduction of penalty for delay
		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate

CLAUSE/OPTION		DATA	
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	• Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)	
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	• Annual builders holiday • Statutory public holidays	
5.13.1	The penalty for delay	The penalty will be R5 000,00/day.	
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.	
5.16.3	The latent defect period is:	12 (twelve) Months	
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	The penalty will be R5 000,00/measure	
5.17.2	The Penalty for non-compliance for Road Markings	N/A	
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	N/A	
6.1.3	Labour returns:	Labour returns will be submitted monthly .	
6.2.1	Type of security for due performance:	• Fixed Performance Guarantee from approved financial institution or Cash Deposit. • The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.	
	Liability of performance guarantee / cash deposit	The liability of the guarantee shall be for R300,000.00.	

CLAUSE/OPTION		DATA																		
6.2.2	Retention money guarantee	Not permitted																		
6.8.2	Adjustment in rates and/or prices	- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.21</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.27</td></tr> <tr> <td><i>c</i></td><td>Civil Engineering Materials</td><td>0.42</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> (Coefficients a, b, c and d must sum to one) - The area nearest the Site is - The base month is <u>the month and year prior to the closing of the tender.</u>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.21																		
<i>b</i>	Civil Engineering Plant	0.27																		
<i>c</i>	Civil Engineering Materials	0.42																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of value of works, excluding contingencies and VAT																		
	The limit of retention money is:	None																		
8.6	Insurance of the Works and Public Liability Insurance	The Employer shall arrange this insurance. A copy of the policy and the list of excesses may be obtained from:																		
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)																		
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor																		
	Construction Plant:	Contractor to insure. Policy to be approved by Employer																		
10.5	Determination of disputes	Ad-hoc Adjudication Board																		
10.5.3	Number of Adjudication Board members to be appointed:	One																		
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings																		

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
		Performance guarantee R300 000.00 (Three Hundred Thousand Rand)		
		Cash deposit R300 000.00 (Three Hundred Thousand Rand)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____%. (Maximum of 15% will be allowed) <i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i>		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: **State Guarantor legal name**

Physical address: **State physical address**

Employer means:

Contractor means: **State Contractor's legal name**

Employers Agent means: **State name of Employer's Agent**

Works mean: **State tender reference and description**

Site means: **State site and boundaries**

Contract means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the *Contract* as may be agreed in writing between the parties.

Contract Sum means The accepted amount inclusive of tax of **R ###.##**

Amount in words: **State amount in words**

Guaranteed Sum means: The maximum aggregate amount of **R ###.##**

Amount in words: **State amount in words**

Type of Performance Guarantee: **Fixed**

Expiry Date means: **Date** or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the *Expiry Date* as indicated here

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the *Works* as defined in the *Contract*.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the *Guarantor's* liability shall be limited during the following periods to diminishing amount of the *Guaranteed Sum* as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the *Contract Sum*:

R ###.##

(Amount in words:)

1.1.2 From the day following the day of the said interim payment certificate up to and including the *Expiry Date*, or the date of the issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, whichever occurs first:

R ###.##

(Amount in words:)

1.2 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the interim certificate certifying, for the first time, more than 50% of the *Contract Sum*, has been issued and the date on which the Certificate of Completion of the *Works* has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the *Guarantor's* liability shall be limited to the *Guaranteed Sum*.

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the Certificate of Completion of the *Works* has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the *Contract* is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to payment of the money.

- 3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at the *Guarantor's* physical address with a copy to the *Contractor* stating that a period of seven (7) days has elapsed since the first written demand in terms 3.2.1 and the sum certified has not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.
- 3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* undertakes to pay to the *Employer* the *Guaranteed Sum* or the full outstanding balance upon receipt of a first written demand from the *Employer* to the *Guarantor* at the *Guarantor's* physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the *Contractor* and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the *Guarantor* has made payment in terms of 3.3, the *Employer* shall upon the date of issue of the Final Payment Certificate submit an expense account to the *Guarantor* showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.
- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.

- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the *Guarantor*. The original of this Guarantee shall be returned to the *Guarantor* after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the *Guarantor* hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____

Date _____

Guarantor's signatory
(1) _____

Capacity _____

Guarantor's signatory
(2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of (AEMFC)

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

Contract:

Part C1: Agreement and Contract Data

C1.4 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

(name of company / organisation)

of _____

(address) and

(name of company / organisation)

of _____

(address)

(the Parties) and

(name of Adjudicator)

of _____

(address)

(the Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____

_____ and

known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

¹ Delete as necessary

² Delete as necessary

Contract:

Part C1: Agreement and Contract Data

SIGNED by:

Name:

who warrants that he / she is
duly authorised to sign for and
on behalf of the first Party in the
presence of

SIGNED by:

Name:

who warrants that he / she is
duly authorised to sign for and
behalf of the second Party in
the presence of

SIGNED by:

Name:

the Adjudicator in the presence
of

Witness

Name:

Address:

Witness:

Name

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

² Delete as necessary

Contract:

Part C1: Agreement and Contract Data



PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall to be completed by hand in black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.

2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm = millimetre h = per hour

m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
l	=	litre	prov sum	=	provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour	pwo	=	per work order

C2.2 PRICING SCHEDULE / BILL OF QUANTITY

3. *BOQ WET COAL PROCESSING*

- 3.1 The BOQ is attached as **Annexure C (Excel worksheets)**,
- 3.2 Respondents are required to complete the worksheets **Annexure C1, Annexure C2, Annexure C3, Annexure C4** and including **Annexure C5** summary and submit the same with their response including the Excel worksheets.
- 3.3 Respondents are to note that AEMFC will round final score pricing scores to the nearest 2 decimal places. Respondents are required to complete the table below:

Note: For fair comparison, all bidders must quote prices and indicate VAT portion. If the bidder is not registered for VAT, proof of application to register for VAT must be submitted

ANNEXURE C1: PRELIMINARY & GENERAL CONSTRUCTION PHASE**BIDDER COMPANY NAME:****PRELIMINARY & GENERAL**

ITEM	DESCRIPTION	BILL OF QUANTITIES			
		UNIT	QUANTITY	RATE	AMOUNT
	ONCE-OFF-COSTS				
	Site Establishment				
1	Induction & Medicals	Sum	1	R	R
2	Transport of Machinery	Sum	1	R	R
3	Offices & Workshop Facilities	Sum	1	R	R
4	De-Establishment (at end of contract)	sum	1	R	R
Section Total					R

		BILL OF QUANTITIES			
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TIME RELATED COSTS (monthly)					
5	Site Manager	each	1	R	R
6	Supervisor(s)	sum	1	R	R
7	Safety officer	each	1	R	R
8	LDVs	each	2	R	R
9	Transport for crew members	each	1	R	R
10	Site Facilities & Running	sum	1	R	R
11	P&G Plant and equipment	sum	1	R	R
12	Others	sum	1	R	R
Section Total					R

CARRIED TO SUMMARY**R**

ANNEXURE C1: PRELIMINARY & GENERAL: OPERATION PHASE**BIDDER COMPANY NAME:****PRELIMINARY & GENERAL**

ITEM	DESCRIPTION	BILL OF QUANTITIES			
		UNIT	QUANTITY	RATE	AMOUNT
ONCE-OFF-COSTS					
	Site Establishment				
1	Induction & Medicals	Sum	1	R	R
2	Transport of Machinery	Sum	1	R	R
3	Offices & Workshop Facilities & ablution facilities	Billed in Construction Phase			
4	Indirect Targeting for Enterprise Development (Provisional Sum)	Sum	1	R	R
5	De-Establishment (at end of contract)	sum	1	R	R
Section Total					R

ITEM	DESCRIPTION	BILL OF QUANTITIES			
		UNIT	QUANTITY	RATE	AMOUNT
TIME RELATED COSTS (monthly)					
6	Site Manager	mnth	36	R	R
7	Supervisor(s)	mnth	36	R	R
8	LDVs	mnth	36	R	R
9	Mobile Crusher	mnth	36	R	R
10	Front End Loaders (FELs)	mnth	36	R	R
11	Articulated Dump Trucks (ADTs)	mnth	36	R	R
12	Lighting plants	mnth	36	R	R
13	Transport for crew members	mnth	36	R	R
14	Site Facilities & Running	mnth	36	R	R
15	P&G Plant and equipment	mnth	36	R	R
16	Others	Mnth/SUM	36	R	R
Section Total					R
CARRIED TO SUMMARY					R

ANNEXURE C2: PLANT CONSTRUCTION

BIDDER COMPANY NAME:					
PLANT CONSTRUCTION					
ITEM	DESCRIPTION	BILL OF QUANTITIES			AMOUNT
		UNIT	QUANTITY	RATE	
Plant Construction					
16	Planning	sum	1	R	R
17	Design (includes drawings)	sum	1	R	R
18	Fabrication	sum	1	R	R
19	Erection	sum	1	R	R
20	Commissioning	sum	1	R	R
Section Total					R
CARRIED TO SUMMARY					R

ANNEXURE C3: COAL PROCESSING

BIDDER COMPANY NAME:					
COAL PROCESSING					
		36 MONTHS			
ITEM	DESCRIPTION	BILL OF QUANTITIES			
		UNIT	QUANTITY	RATE	AMOUNT
Coal Processing					
21	Year 1 Coal Processing	Ton	1 440 000	R	
22	Year 2 Coal Processing	Ton	1 920 000	R	
23	Year 3 Coal Processing	Ton	2 400 000	R	
Section Total					R
CARRIED TO SUMMARY					R

ANNEXURE C4: ENERGY COST

ITEM	DESCRIPTION	BILL OF QUANTITIES				
		CONTRACT TONS	ENERGY CAP (Kwh/t)	TOTAL	PRICE	TOTAL CONTRACT ENERGY COST
24	Electricity (Kwh/t)	5 760 000	R	R	1,85	R
Section Total						R
CARRIED TO SUMMARY						R
*Price subject to fluctuations						

ANNEXURE C5: TARGETED ENTERPRISE

ITEM	DESCRIPTION	BILL OF QUANTITIES			AMOUNT
		UNIT	QUANTITY	RATE	
25	Enterprise Development				
25.1	Enterprise Development of Targeted Enterprise or JV Partners				
25.1.1	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	Each	1	R	R
25.1.2	Monitoring and Interim Reporting per Targeted Enterprise	Quarterly	12	R	R
25.1.3	Project Completion Report per Targeted Enterprise	Each	1	R	R
	Indirect Targeting for Enterprise Development (Provisional Sum)	Sum	1	R	R

Table: Breakdown of items per Targeted Enterprise

- The Contract Participation Goals (CPGs) for the development of targeted enterprises to promote enterprise development by providing for a minimum of 5% of the total project value on selected contracts to be undertaken by joint-venture or to be sub-contracted to developing contractors.
- The Lead Partner is required to dedicate a minimum of 5% of the total project value and to provide support to targeted sub-contractor/s and JV Partners.
- The amount to be paid for the Contract Participation Goal (CPG) on the contract shall be stated under the section Enterprise Development as a **Provisional Sum**.

ANNEXURE C6: SUMMARY

BIDDING COMPANY NAME			
BILL OF QUANTITIES			
ITEM NO.	SECTION	ELEMENTS	SUB TOTAL VALUE (EXCL.VAT)
1	Annexure C1	Preliminary & General	R
2	Annexure C2	Plant Construction	R
3	Annexure C3	Coal Processing	R
4	Annexure C4	Energy Cost	R
5	Annexure C5	Targeted Enterprise Development Provisional Sum	R
	TOTAL PRICE (exclusive of VAT)		R
	VAT 15% (If Applicable)		R
	TOTAL Inclusive of VAT (where applicable)		R
Total Price in words			

NB: Travel Rates: SARS rates will be used.

4. **NOTES ON PRICING / BOQ SCHEDULE**

- 4.1** Respondents are to note that if the price offered by the highest scoring bidder is not market related, AEMFC will not award the contract to that Respondent. AEMFC may:
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the Tender;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the Tender;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the Tender.

Note: If a market-related price is not agreed with the Respondent scoring the third highest points, AEMFC must cancel the Tender.

- 4.2** To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 4.3** Prices must be quoted in South African Rand inclusive VAT.
- 4.4** Any disbursement not specifically priced for will not be considered/accepted by AEMFC.

4.5 Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilising the following Producer Price Index (PPI), Seifsa, Consumer Price Index (CPI) /indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 3]

YES	
-----	--

4.6 Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants by the Department of Public Service and Administration (DPSA);

4.7 Where Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid. Currency rate of exchange utilised _____.

5. Rates

5.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

5.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

5.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

5.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

5.5 The tenderer shall not group together a number of items and tender one rate for such group of items.

5.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.

5.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.

5.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.



6. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, **shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Document reference	Title	No of page
C3.1	This cover page	1
C3.2	<i>Employer's Works Information</i>	
	<i>Contractor's Works</i>	
	Total number of pages	

1. Employers Objectives

- 1.1. The objective of the project is to conduct wet coal processing for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC"), it also seeks to improve its current processes for providing these [Services] to its end user community throughout its locations

2. Overview of the works

- 2.1. AEMFC is seeking to appoint a suitably Service Provider to conduct wet coal processing for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC"), it also seeks to improve its current processes for providing these [Services] to its end user community throughout its locations.
- 2.2. The selected Service provider(s) must share in the mission and business objectives of AEMFC. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, AEMFC and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems.
- 2.3. Such a partnership will allow AEMFC to reach higher levels of quality, service and profitability. AEMFC seeks to benefit from this partnership in the following ways:
 - 2.3.1. AEMFC must receive the reduced cost of acquisition and improved service benefits resulting from the [Service Provider(s)] economies of scale and streamered service process.
 - 2.3.2. AEMFC must achieve appropriate availability that meets user needs while reducing costs for both AEMFC and the chosen [Service Provider(s)].
 - 2.3.3. AMEFC must receive proactive improvements from the [Supplier/ Service Provider(s)] with respect to the supply/ provision of [Services].
 - 2.3.4. AEMFC end-users must be able to rely on the chosen [Service Provider(s)]. personnel for service enquiries, recommended, and substitutions.
 - 2.3.5. AEMFC must reduce costs by streamlining its acquisition of [Services].

3. SCOPE OF WORK (SOW) / SPECIFICATION

- 3.1. The supply of the wet processing plant includes the design, construction, commissioning of a new processing plant and transferring of ownership of the asset to AEMFC. The service provider is further required to operate and maintain the processing plant on behalf of AEMFC for a period of thirty-six (36) months.
- 3.2. The beneficiation plant should be utilised for 18 hours a day, 7 days a week, day and night
- 3.3. The design availability of the beneficiation plant should be at a minimum of 85% over a period of 24 hours.

- 3.4. The volume of work is shown on the table below which illustrates the amount of volume to be processed by the service provider on a monthly basis. The total annual volumes are shown at the end of the table below:

3.4.1. Total Annual Volumes

Duration	Min. Quantities (t)	Ave. Quantities (t)	Max. Quantities (t)
Month 1	120 000	160 000	200 000
Month 2	120 000	160 000	200 000
Month 3	120 000	160 000	200 000
Month 4	120 000	160 000	200 000
Month 5	120 000	160 000	200 000
Month 6	120 000	160 000	200 000
Month 7	120 000	160 000	200 000
Month 8	120 000	160 000	200 000
Month 9	120 000	160 000	200 000
Month 10	120 000	160 000	200 000
Month 11	120 000	160 000	200 000
Month 12	120 000	160 000	200 000
TOTAL	1 440 000	1 920 000	2 400 000

Table 1: Total Annual Volumes

- 3.4.2. The Mine will provide Proximity Detection Devices (PDS) and two-way radio system.

- 3.4.3. The objective of the end status is summarized as follows:

- 3.4.3.1. Improve the product quality and consistency meet the pre-determined specifications.
- 3.4.3.2. Improve quality control process management.
- 3.4.3.3. Reduce the amount of inseam parting from the product.
- 3.4.3.4. Improved delivered ROM volumes.
- 3.4.3.5. Service Provider to include a detailed design drawing that will integrate into the current plant set up (**see Annexure B**). The proposed wet processing plant is earmarked for the area indicated on **Annexure E**. The designed plant should be capable of being upgraded in the case of changes in the coal properties. Anticipated changes are coal from pillar mining (i.e potential burning coal, crude oil immersed coal, scrap metal). See attached **Annexure F**, Washability Data of North Pit, and Insights into the crude oil contaminated coal.
- 3.4.3.6. Desired Coal Quality Specifications.

3.4.4. Desired Coal Quality Specification

Kusile PS	Unit Target Qualities		Measurement Basis
Coal Qualities			
Total Moisture	%	≤7.0	As Received
Inherent Moisture	%	3,1	As Received
Ash	%	≤30.9	Air Dried
Calorific Value	MJ/kg	≥19.9	Air Dried
Volatiles	%	≥19.7	Air Dried
Sulphur	%	≤0.9	Air Dried
Abrasive Index (AI)	mgFe/kg	≤350	Air Dried
Ash Fusion Temperature (AFT)	°C	≥1230	As Received
Particle Size Distribution			
+60mm	%	0	As Received
+50mm	%	0	As Received
+45mm	%	≤5	As Received
-3mm	%	≤25	As Received
-1mm	%	≤10	As Received
Hardgrove Index Indicative	-	≥55	
Nitrogen indicative	%	≤1.31	

Table 2: Desired Coal Quality Specification

3.4.5. WET COAL PROCESSING ACTIVITIES

3.4.5.1. The following activities should be considered:

- 3.4.5.1.1. Site Establishment.
- 3.4.5.1.2. Provide own office space and ablution facilities.
- 3.4.5.1.3. Construct own laydown area and maintenance thereof.
- 3.4.5.1.4. Provide plant capacity to process a maximum of 2 400kt per annum; The service provider will price the Bill of Quantities per tons processed.
- 3.4.5.1.5. Service provider will be required to feed, create stockpile and sales movement using Front-end loaders (FEL) and Articulated Dump Trucks (ADT).
- 3.4.5.1.6. Discard from the wet processing plant will be handled by AEMFC
- 3.4.5.1.7. Provide your short-term planning to mine planner and mining engineer.
- 3.4.5.1.8. Ensure Compliance with Mine Health and Safety Act and other relevant Legislation.
- 3.4.5.1.9. Ensure that processing is conducted in line with the provisions of the Mineral and Petroleum Resources Development Act (MPRDA).
- 3.4.5.1.10. Have people with the relevant qualification and experience for wet coal processing plant operations and maintenance.
- 3.4.5.1.11. Be responsible for effective dust suppression and control at the processing plant.

3.4.5.1.12. All vehicles that are used at the mine must be fitted with Proximity Detection Devices (PDS). AEMFC will provide;

3.4.5.1.13. The Service provider to supply their own Diesel and short-term storage.

3.4.5.1.14. The Service Provider is expected to conduct the coal processing services activities in a safe manner while at the same time achieving tonnage targets and optimising costs.

3.4.5.1.15. All coal processing activities and the costs thereof will be managed on a daily basis by the Service Provider and accountable to AEMFC representative Manager.

3.4.6. SERVICE PROVIDERS RESPONSIBILITY

Providing lighting at stockpiling sites and other active working areas as per mine procedures,

3.4.6.1. Adherence to traffic management as per mine approved traffic management rules and procedures.

3.4.6.2. Responsible for erection and maintenance of relevant traffic management signs as per traffic management plan and mine procedures.

3.4.6.3. General maintenance of safety berms and delineators in the active working areas as per mine procedures.

3.4.6.4. Working areas must be maintained to acceptable underfoot conditions to reduce the risk of SME related incidents such as truck overturning.

3.4.6.5. Maintenance and inspection of working area including the processing plant and travelling ways with the said operation and in accordance with the related COP (Code of Practice) will form part of the Service Provider's Day to day activities.

3.4.7. HOURS OF WORK

3.4.7.1. The Service Provider will be expected to render the Services 24 hours per day, as per the AEMFC Mine Calendar and schedule;

3.4.7.2. The operation from Monday to Sunday;

3.4.7.3. AEMFC has a valid Sunday labour permit and the successful Service Provider will be required to work on Sundays.

3.4.8. AD-HOC WORKS

3.4.8.1. No day works for activities as stipulated in the contract scope will be allowed. The Service Provider will only assist the mine with ad-hoc activities when all the following are in order:

3.4.8.1.1. The Change Management Process must be followed;

3.4.8.1.2. The work instruction must be signed off prior to the start of the work;

3.4.8.1.3. The rates as per day work schedule must be applied;

3.4.8.1.4. There must be a purchase order number. Payment will NOT be approved if the above is not complied with;

3.4.8.1.5. Performance of that work shall not relieve the Service Provider of its other obligations and the Service Provider shall promptly obtain directions from the mine representative, if any conflict in objectives arises;



- 3.4.8.1.6. The Service Provider will be responsible for measuring ad hoc work executed in an approved manner by the mine; and
- 3.4.8.1.7. The Service Provider to implement an appropriate Quality Control (QC) system, recorded in a document termed the Quality Control Plan (QCP). The QCP will describe in detail the system that the Service Provider will implement, including responsibilities, method statements and inspection checklists for all construction activities. The QCP must be submitted for review and acceptance and will be approved by the Client in writing. An approved QCP must be in place before commencing any processing activities.

3.4.9. TOOLS AND EQUIPMENT

- 3.4.9.1. The Service Provider must ensure that they provide all applicable tools and equipment required to perform the job;
- 3.4.9.2. The Service Provider must ensure compliance with all HSE (Health Safety Environment) requirements applicable to tools and equipment;
- 3.4.9.3. These tools and equipment will be inspected accordingly by the responsible appointed engineer or his delegate. The records of the inspections shall be made available monthly as per contractor's pack requirements and upon request by the mine representative;
- 3.4.9.4. The Service Provider shall provide the necessary equipment, plant and consumables as may be necessary to meet its obligations in terms of the processing operation;
- 3.4.9.5. The costs to acquire such equipment, plant and consumables and to maintain and replace the same, shall be at the expense of the Service Provider;
- 3.4.9.6. Service Provider to specify what facilities and equipment it will be bringing on-site and also specify the area measurements required to accommodate such facilities or equipment;
- 3.4.9.7. All equipment, including vehicles and machinery used by the Service Provider in the execution of its obligation in terms of the processing activities shall at all times be in good and proper working order and shall comply with the requirements prescribed by any applicable statutory provision or which may be required by any authority or may reasonably be required by AEMFC;
- 3.4.9.8. AEMFC shall be entitled to require the Service Provider, at its own cost, to remove any equipment or parts thereof and replace same within 3 (three) days or any reasonable period as mutually agreed, of any such demand which does not comply with any requirement of which AEMFC in its reasonable discretion may declare to be faulty or unsafe. This will not be to the detriment of production and the Service Provider will ensure by replacement or other acceptable means that production targets are maintained and/or recovered;
- 3.4.9.9. In the case that a piece of equipment is standing for longer than 3 working days, a replacement should be made available by the Service Provider. If the Service Provider cannot replace an equipment, AEMFC will implement penalties.
- 3.4.9.10. The Service Provider need permission from the mine engineer before any replacement or additional equipment can be deployed on site. It is the Service Provider's responsibility to update the asset register, and other related documents as and when changes occur to the asset register. The full equipment on boarding procedure need to be followed.
- 3.4.9.11. Any equipment removed from site for any reason whatsoever will be for the Service Provider's account in line with the mine's rules and regulations.
- 3.4.9.12. The Service Provider shall with its tender documents provide to AEMFC a complete list of all equipment which the Service Provider will use to carry out its obligation in terms of the processing activities; such list shall specify.

3.4.9.12.1. List of all Equipment

Item No	Equipment Type	Make	Model	Qty	Rated Cap	New /Use	Hours /KM's	Owned or Rented	Engine Hours / Age	Tonnage Capacity (if applicable)	Mobilisation Time
1											
2											
3											

Table 3: List of all Equipment

3.4.9.13. All applicable supporting equipment delivered on site must not have more than 8 000 hours;

3.4.9.14. Table 4 below indicates the minimum equipment requirements. However, the bidder may supply equipment of bigger capacity than the stipulated as long as the minimum capacity requirements, safety and support equipment considerations are met.

3.4.9.14.1. Minimum Equipment Requirements

NO	MACHINE TYPE	QTY	FUNCTIONAL REQUIREMENTS	SAFETY REQUIREMENTS
1	Wet Coal Processing Plant and belt conveyors (Refer to Annexure B and D)	1	Monthly processing capacity of 200kt Integrated into current screen and crushing plant Must be capable of being upgraded in the case of changes in coal (pillar mining)	• startup alarm • provision for isolation and lockout • 9kg dcp fire extinguisher • calibration certificates • operating manuals • certificate of compliance for all electrical installations • dust suppression system • flame retardant conveyor belts • guards for rotating parts • compliance to MHSA requirements
2	Mobile Screen and crusher	1	Throughput of 300tph Not more than 8 000 hours Maintenance plan must be provided.	• Trimming and startup Alarms • Provision for isolation and lockout • 9kg DCP fire extinguisher • Emergency stop buttons • Emergency pull wires • Operating manuals • Flame retardant conveyor belts • Dust suppression system • Guards for rotating parts

3	LDVs	2	4x4 Double Cabs Not more than 90 000 km on mileage Maintenance plan must be provided.	• Reflective stickers • Buggy Whip • Strobe light • Tow bar • Fleet ID number stickers • 9kg DCP Fire extinguisher • Rear View cameras • Proximity Detection System • Reverse Alarm • Radio Communication • Guards for rotating parts
4	Diesel dispensing unit	1	Tank Capacity of 1 000L	• 1 x 9kg DCP Fire extinguisher • Provision for isolation and lockout • Double axel • Breather • Lockable diesel compartment • OEM approved Jockey wheel • OEM approved Safety chain • OEM approved Hand brake
5	Lighting Plant	2	Maintenance plan must be provided.	• Isolation and Lock out • 1 x 9kg DCP Fire extinguisher • Lockable diesel compartment
6	Front-end Loaders (FEL)	4	6-7 cubic of bucket capacity. Minimum 4.2 meters lift. Not more than 8 000 hours Maintenance plan must be provided.	• Reverse Alarm • Reverse Camera • Seat fully adjustable and Air suspension • Falling-Over Protection Systems (FOPS) and Roll-over Protection (ROP's) cab • Automated fire suppression system and 2 x 9kg DCP Fire extinguisher • Provision for isolation and lockout
7	Articulated Dump Trucks (ADT)	2	Rated payload of 40 ton Three Axle six-wheel drive Not more than 8 000 hours Maintenance plan must be provided.	• Reverse Alarm • Reverse Camera • Seat fully adjustable and air suspension • Falling-over Protection Systems (FOPS) and Roll-over Protection (ROP's) cab • Automated fire suppression system and 2 x 9kg DCP Fire Extinguisher • Provision for isolation and lockout • Fully raised body locking mechanism

Table 4: Minimum Equipment Requirements

N.B This is not a dictation; the Supplier may provide equipment suitable for the set volumes.

- 3.4.10.1. The Service Provider will comply with the mine standard operating procedures where they have the same type of equipment deployed on site. This will include applicable mine pre-use checklists.
- 3.4.10.2. Where they have got different equipment, they will adopt the OEM production strategy with any additional requirements as required by the mine. New SOPs and pre-use checklists also need to be developed for activities / applications.
- 3.4.10.3. These SOP needs to be approved by the responsible mine official.
- 3.4.10.4. The Service Provider subordinate manager will submit daily report to the mine plant superintendent (2.6.1) to discuss, planned work and give proof that the required risk assessments (RA), job safety analysis is in place and that the work / tasks are assigned with adequate supervision.
- 3.4.10.5. The Service Provider processing plan will be aligned with the mines planning cycles and the Service Provider subordinate manager (2.6.1) will form part of the mine planning meetings.

- 3.4.10.6. The processing plan compliance will be included in the monthly Service Level Agreement (SLA) meeting to monitor compliance with the mines plan.

3.4.11. MATERIAL AND SPARES

The Service Provider must ensure that they provide all the materials and spares required to perform the job. The Service Provider must ensure compliance with all HSEC compliance requirements applicable for the materials and spares. The mine will inspect all materials and spares accordingly. Where chemicals are used, MSDS data sheets should be provided and listed as per the HSEC Service Provider pack requirements. Any chemicals used by the Service Provider that is not included in the Material Safety Data Sheet (MSDS) data sheet should be approved by the HSEC Manager.

3.4.12. PERSONNEL REQUIRED FOR CONSTRUCTION PHASE

- 3.4.12.1. Site Manager (subordinate manager 2.6.1)
- 3.4.12.2. Supervisor (2.9.2)
- 3.4.12.3. Safety Officer (2.17.1)
- 3.4.12.4. Construction team with relevant competency and trade test where applicable.
- 3.4.12.5. Any person required by the bidder for effective discharge of the contract objectives (administrators etc.)

3.4.13. PERSONNEL REQUIRED FOR OPERATION PHASE

- 3.4.13.1. Site Manager (subordinate manager 2.6.1)
- 3.4.13.2. Supervisor per shift
- 3.4.13.3. Plant operator
- 3.4.13.4. Maintenance team for maintaining the plant. (Trade tested Artisans)
- 3.4.13.5. Any person required by the bidder for effective discharge of the **contract objectives (e.g. Plant attendants and administrator etc.)**

3.4.14. RISK ASSESSMENT, STANDARD AND OPERATING PROCEDURES

- 3.4.14.1. The Service Provider will submit a pre-emptive Baseline Risk Assessment covering activities that will be performed on site and once the Service Provider is on site the Pre-emptive Baseline Risk Assessment will be updated and changed to the Operational Baseline Risk Assessment and the risk level of the Service Provider will be determined based on the risk associated with operational and maintenance activities that will be conducted on-site.
- 3.4.14.2. An Issue baseline risk assessment will be submitted by the Service Provider covering the type of activities performed on-site.

- 3.4.14.3. The Service Provider will utilise the AEMFC Standard Operating Procedures (SOP's) and should supply their own SOP's for activities not covered. A list of AEMFC SOP's will be supplied to the appointed Service Provider.
- 3.4.14.4. It is the responsibility of the Service Provider to ensure that all activity procedures are complied with. The Service Provider must ensure that all employees are continuously trained and fully understand all relevant procedures and standards of AEMFC.
- 3.4.14.5. Safety files and documentation
- 3.4.14.6. Weekly / Monthly safety meetings
- 3.4.14.7. HSE requirements (medicals, induction, training, and machine operator licencing)
- 3.4.14.8. Vehicles to company & mining specifications
- 3.4.14.9. Service Provider Light Delivery Vehicles (LDV) must be according to the mine standard.
- 3.4.14.10. Service Provider machines should be compliant to minimum mine standard. (See Annexure A "Pre-Start Checklists")
- 3.4.14.11. Execute and document an Issue Base Risk Assessment and SOP's on the Service Provider machine fleet planned activities on site from a production and maintenance perspective taking fatal risks into account
- 3.4.14.12. Pre-delivery inspection of the plant equipment prior to delivery to ensure the progress quality, legal compliance of the plant equipment and the mine's machine safety standard are adhered to as well as to the tendered specifications.

3.4.15. SERVICE PROVIDER MAINTENANCE REQUIREMENTS

- 3.4.15.1. The successful Service Provider should provide its own maintenance team and equipment to maintain the plant equipment.
- 3.4.15.2. Service Provider equipment on boarding to be approved by the Mine Engineer.
- 3.4.15.3. On boarding required:
- 3.4.15.4. OEM recommended maintenance strategy
- 3.4.15.5. Maintenance Manual.
- 3.4.15.6. Parts Manual.
- 3.4.15.7. Operators Manual.
- 3.4.15.8. OEM machine brakes specifications and OEM brake test certificates or SIMRET brake test certificates conducted where required.
- 3.4.15.9. OEM machine/plant risk assessment.
- 3.4.15.10. Weekly maintenance schedule.
- 3.4.15.11. Pre-checklist capturing and daily defect report.
- 3.4.15.12. Any other relevant documentation as required by the mine onboarding standard operating procedure and readily available for inspection.

3.4.16. SERVICE PROVIDER MAINTENANCE AND MAJOR REPAIRS

- 3.4.16.1. The Service Provider will adopt with the mine maintenance strategy in terms of maintenance where they have the same equipment deployed on site.
- 3.4.16.2. The Service Provider maintenance supervisor will daily report to the mine engineer to discuss planned work and make adequate supervision for the tasks.
- 3.4.16.3. A list with Critical Tasks List (CTL) that can be performed on site will be reviewed and approved by the Mine Engineer for approval. The approval will be based on risk exposure and maintenance facilities available on site.
- 3.4.16.4. No major repairs (for example plant overhauls) will be permitted on-site. Work permitted on site will be stipulated in the approved CTL and approved by the Mine Engineer.
- 3.4.16.5. Should the Service Provider require clarification regarding the definition of minor and major repairs, the responsible engineer should be consulted:
- 3.4.16.6. For any work / tasks not detailed in the CTL the responsible engineer needs to be consulted and he can consider giving exemption and approval to conduct the work / task on site after consultation with the maintenance manager and provided that the necessary controls and supervision is put in place to conduct the work safely.
- 3.4.16.7. The Service Provider must ensure that the plant equipment is well maintained.
- 3.4.16.8. Proof of competency to be kept with training records and in the Service Provider's pack.

3.4.17. SERVICE PROVIDER MEDICAL

- 3.4.17.1. All Service Provider employees deployed on site will be required to undergo a medical examination and need to be declared fit for work for the type of work that the Service Provider employee will execute on site.
- 3.4.17.2. The medical examination shall be conducted at Clinic Plus in Witbank.
- 3.4.17.3. Medical certificates issued from the recognised mine clinic will be valid on the mine for a period of one year.
- 3.4.17.4. All employees with comorbidity need to be screened by the mine clinic monthly.
- 3.4.17.5. Only certificates issued by the recognised mine clinic will be accepted.
- 3.4.17.6. A valid medical certificate, issued by the recognised mine clinic, is a prerequisite for attending the induction training.
- 3.4.17.7. The Service Provider will also ensure that all personnel undergo exit medicals when they leave the Service Provider employment or at the completion of the contract period.

3.4.18. SERVICE PROVIDER TRAINING

- 3.4.18.1. Service Provider labour training requirements
- 3.4.18.2. All Service Provider employees deployed on site will undergo safety induction training, as well as any on-the-job required inductions, aligned with the tasks to be performed on site. Mine SOP training will form part of the employee induction training.
- 3.4.18.3. Relevant personnel, production and maintenance to provide proof of OEM training.

- 3.4.18.4. Personnel trained and licensed to operate equipment safely.
- 3.4.18.5. Personnel trained to maintain equipment safely.
- 3.4.18.6. Proof of competency to be kept with training records.
- 3.4.18.7. Maintenance and repairs will be scheduled, conducted by qualified Artisans or Technicians.
- 3.4.18.8. All contract labour qualifications need to be verified through an accredited service provider before it will be accepted. This action will be by the Service Provider for his account. Plant specific training will be required as a minimum.

3.4.19. SERVICE PROVIDER SECURITY REQUIREMENTS

- 3.4.19.1. The Service Provider will be required to comply with requirement of the mine security management procedures.
- 3.4.19.2. The Service Provider will be responsible for security installations and maintenance to safeguard his mobile offices, storage containers, Service Provider equipment and Service Provider vehicles at the Service Provider site. This will include alarms (If required), security cameras (If required), safety doors, burglar bars and locking devices. The mine will not be responsible for malicious damage to or theft of Service Provider equipment.
- 3.4.19.3. Should the Service Provider require any additional security measures at his site; it would need to be in accordance with the mine's security procedures and standards. The Service Provider will obtain approval from the site security manager and arrange, at no additional cost to the mine, any additional security measures that he may require.
- 3.4.19.4. All small tools and construction equipment belonging to the Service Provider must be clearly identified as such. Tools, including personal tools, are subject to inspection at the security gate on arrival and must be accompanied by a waybill on departure.
- 3.4.19.5. All equipment, materials, supplies and tools leaving the mine shall be accompanied by a waybill.
- 3.4.19.6. The Service Provider will be responsible for security infrastructure at the Service Provider site as per the mine standard.
- 3.4.19.7. Lockable Battery and Diesel theft prevention systems must be installed on all equipment.

3.4.20. SERVICES AND INFRASTRUCTURE TO BE PROVIDED BY THE SERVICE PROVIDER

3.4.20.1. Service Provider Portable Water

- 3.4.20.1.1. The Service Provider shall make arrangements concerning the supply of potable water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Service Provider's preliminary and general items.

3.4.20.2. Electrical Power to Service Provider Site

- 3.4.20.2.1. The Mine shall provide electricity to the Service Providers infrastructure

- 3.4.20.2.2. The Service Provider shall be responsible for the distribution of this electrical power supply point. The Service Provider shall also be responsible for the maintenance of all electrical reticulation from this supply point as per relevant mine COPs and SOPs.
- 3.4.20.2.3. All electrical installations will be required to be constructed in accordance with the applicable SANS standards and a certificate of compliance will be required before the power supply will be switched on. All electrical installations will require a Certificate Of Compliance (COC)
- 3.4.20.2.4. Maintenance strategy aligned with the mine maintenance strategy for electrical installations will be adopted and maintenance and repair work can only be conducted by electricians suitably qualified and authorised by the maintenance manager.
- 3.4.20.2.5. Maintenance and repairs will be scheduled, conducted by qualified artisans and included in the maintenance task list.

3.4.20.3. Processing water to Plant

- 3.4.20.3.1. The Mine shall provide processing water to the plant infrastructure
- 3.4.20.3.2. The Service Provider shall be responsible for the distribution of the processing water to the supply point. The Service Provider shall also be responsible for the maintenance of all water reticulation systems from this supply point as per relevant mine COPs and SOPs.
- 3.4.20.3.3. Maintenance strategy aligned with the mine maintenance strategy for water reticulation installations will be adopted and maintenance and repair work can only be conducted competent persons.

3.4.20.4. Service Provider Site Waste Disposal

- 3.4.20.4.1. The removal of waste as per the waste management plan or as per standard. The Service Provider must provide wheelie bins for general and hazardous waste.
- 3.4.20.4.2. All waste will be removed from the Service Providers site by the Service Provider.
- 3.4.20.4.3. Discard handling from the plant will be done by AEMFC.

3.4.20.5. Service Provider Maintenance Work Areas

- 3.4.20.5.1. Where the mine does not have workshop facilities available on site they need to consider other options to enable maintenance. Equipment to be transported off-site for major work – to be detailed in the critical task list:
- 3.4.20.5.2. Consider a dedicated area, compacted/concreted slab with the necessary oil trays and oil spill kits where the Service Provider can conduct basic repairs and maintenance, to be detailed in the critical task list.
- 3.4.20.5.3. For the last option drainage, maintenance, and environmental contamination need to be considered and costed.

3.4.20.6. Change House Facilities

- 3.4.20.6.1. Supplier to provide suitable and adequate change house and ablution facilities. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Service Provider's preliminary and general items.

3.4.20.7. Service Provider's Mobile Offices

- 3.4.20.7.1. For the duration of this contract, the Service Provider shall provide and maintain adequate mobile offices on site.
- 3.4.20.7.2. The location, sizes, quantity and types of structures shall be subject to review and approval by the Mine Engineer prior to any construction activities taking place.
- 3.4.20.7.3. Maintenance and repairs will be scheduled, conducted by qualified artisans and included in the maintenance Critical Task List (CTL).

3.4.20.8. Service Provider Site Transport

- 3.4.20.8.1. The Service Provider shall be responsible for the transport of all Service Provider's labour, equipment, and Service Provider's materials to and from the Service Provider site and around the AEMFC as necessary.
- 3.4.20.8.2. Only vehicles approved and compliant with the mine safety standard will be allowed on site. These vehicles need to be included in the Service Provider maintenance plan and need to be maintained, inspected on a regular basis as detailed in the mine COPs and SOPs.

3.4.20.9. Service Provider On Site Compressed Air

- 3.4.20.9.1. The mine will not supply compressed air for use by the Service Provider. Where compressed air is required, the Service Provider need to provide the necessary compressors that need to be operated and maintained according to the mine standards and procedures.
- 3.4.20.9.2. Maintenance and repairs will be scheduled, and conducted by qualified artisans, pressure test done by an accredited vendor and included in the maintenance CTL.

3.4.20.10. Key Performance

- 3.4.20.10.1. This contract will be subject to monthly measurement against Key Performance Indicators (KPI's) that will be formulated, discussed and agreed by all parties.
- 3.4.20.10.2. Performance against the contractually agreed KPI's as per a Service Level Agreement (SLA) will be a crucial. The Supplier's performance will be measured against the HSEC, Production KPI's and Maintenance KPI's on a monthly basis. These will be agreed with the Supplier.

3.4.20.10.3. Monthly Key Performance Indicator Target

KPI	Target
Safety Compliance	100%
Production	Tons as per monthly plan
Adherence to planned quality specifications	>90%
Adherence to maintenance schedule	>85%
Plant Availability	85% minimum
Plant Utilization	18 hours per day over 24 hour period

Table 5: Monthly Key Performance Indicator Target

3.4.20.11. Service Provider To Use Local Labour

- 3.4.20.3.1.** The Service Provider needs to make provisions for the use of local labour. Local labour to include a mix of unskilled, semi-skilled and skilled personnel, where applicable or appropriate, and in line with the mine's Enterprise and Supplier Development (ESD) philosophy.
- 3.4.20.3.2.** The tendering companies are encouraged to identify areas of the contract where local suppliers can provide ancillary backup services, equipment or machinery that is suitable and in good standing.
- 3.4.20.3.3.** Any activities and operations identified will be carried out to the required mine standards and procedures.

4. FINANCIALS

- 4.1.** The Service Provider will supply the Client with 3 years Audited financial statements;
- 4.2.** Site Establishment – The site establishment and costs thereof must include all costs, e.g. site office, medical examinations, Personal Protective Equipment (PPE) clothing, security clearance etc
- 4.3.** The Service Provider will give a complete cost breakdown and will clearly indicate fixed costs and variable;
- 4.4.** The Service Provider will be responsible for any omissions from the final cost and no increase in pricing will be accepted after adjudication for negligence by the Service Provider;
- 4.5.** The Service Provider will provide the full service as per the tender document;

- 4.6. The contract will be reviewed annually on the anniversary date for escalation. The proposed escalation will be submitted to AEMFC 60 days prior to the anniversary date for consideration by AEMFC. The request must be fully justified and will use recognised rates such as PPI (Producer Price Index, Seifsa, CPI (Consumer Price Index) and will be attached to the request when submitted;
- 4.7. The cost of moving equipment or machinery as the mining activities progress shall be included in the fixed rates. Escalation – The cost breakdown will be completed to state the basis of the escalation calculations;
- 4.8. Contract Price – The contract price will be rate based on the schedule of rates; and
- 4.9. Price Breakdown must be provided by the Service Provider on volume moved.

5. SERVICES, FACILITIES, AND INFORMATION TO BE SUPPLIED BY THE BIDDER

- 5.1. Own (Service Provider's) resources relating to the project activities;
- 5.2. Communication, travelling & accommodation;
- 5.3. Contractors pack (Safety File);
- 5.4. Personal Protective Equipment (PPE)
- 5.5. Bidder must comply with the Mine Safety Rules and Regulations
- 5.6. Any other materially related services.

6. SERVICES, FACILITIES, AND INFORMATION TO BE SUPPLIED BY AEMFC

- 6.1. Access to all relevant historical information;
- 6.2. All available documentation pertaining to the concept and/or feasibility studies conducted;
- 6.3. Life Of Mine Plans;
- 6.4. General Manager;
- 6.5. Mine Manager;
- 6.6. Mine Engineer
- 6.7. Project Manager;
- 6.8. SHEQ Manager;
- 6.9. Environmental Officer;
- 6.10. Mine will provide Security for access points, (N.B) this will be the Service Provider's responsibility to secure their own assets.

SECTION 5: GENERAL SERVICE PROVIDER OBLIGATIONS

20. SERVICE PROVIDER

- 20.1.** The Service Provider(s) shall be responsible to AEMFC for the acts or omissions of persons directly or indirectly employed by them.
- 20.2.** The Service Provider(s) must comply with the requirements stated in this RFP.

PART C4: SITE INFORMATION

C4.1 Annexure A – Pre-start Checklist

 African Exploration Mining and Finance Corporation SOC Ltd	VLAKFONTEIN MINE		
	Pre-Start Checklist No. 0010178		Effective date January 2021
	LDV		

Date							Machine NR	
Opening Hours							Closing Hours	
Shift	Morn	Noon	Night	A	B	C	Coy Number	
Operator Name							Operator Signature	

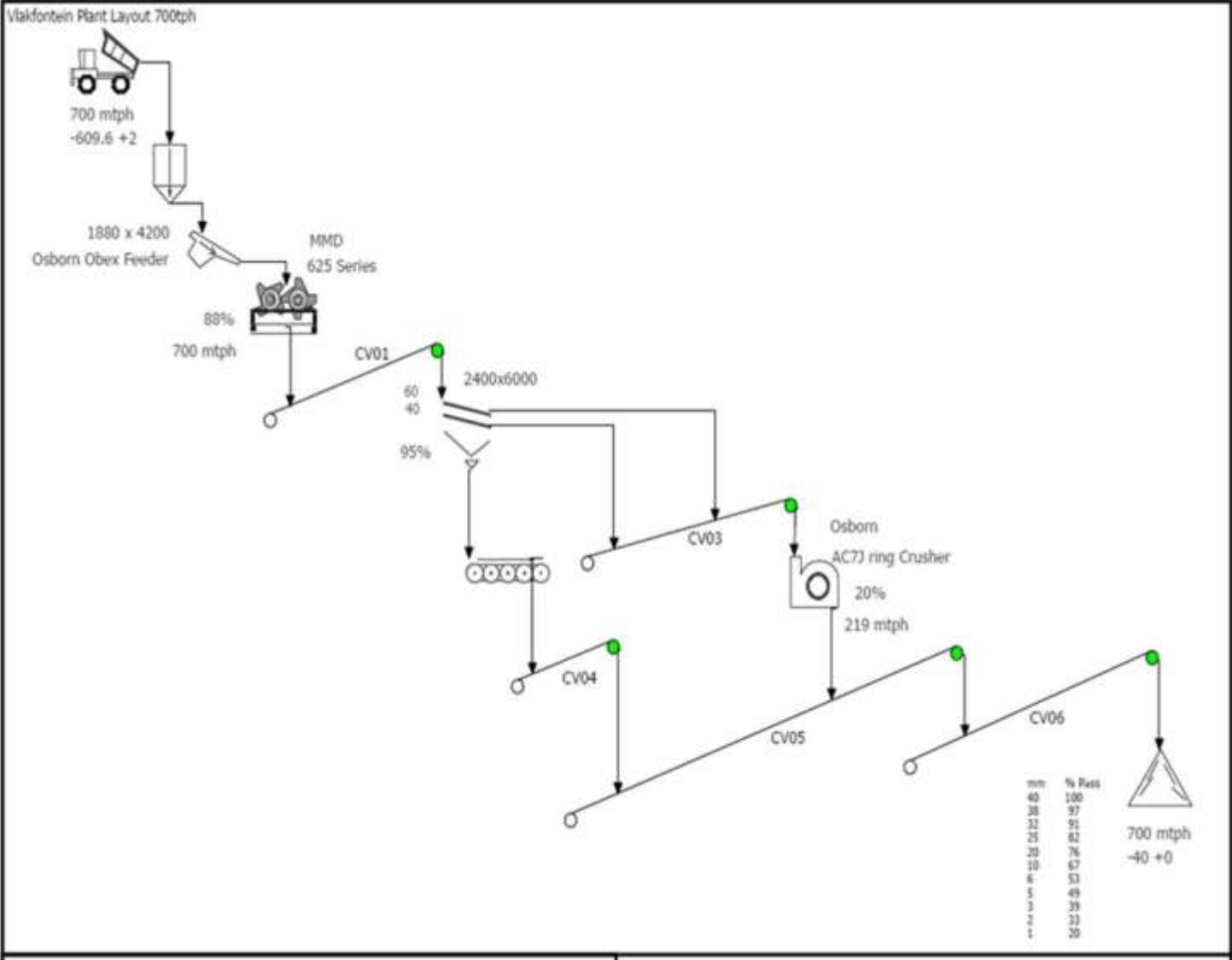
Hazard Category	'A Class' - No Go Stop And Fix	'B Class' -Go But Report and Rectify Next Day Shift	'C- Class' - Go Repairs on the next Planned Maintenance
NO MACHINERY IS ALLOWED TO BE USED AT ANY TIME WHEN AN 'A' CATEGORY DEFECT HAS BEEN IDENTIFIED, AND MUST BE REPORTED IMMEDIATELY AND RECTIFIED BEFORE USE.			

Items to be checked	Hazard class	✓	X	Items to be checked	Hazard class	✓	X
 Operator's Licence	A			 Indicators	A		
 Severe oil leaks	A			 Gauges	A		
 Oil Levels	A			 Mirrors	A		
 Pedals obstruction	A			 Seat adjuster	A		
 Engine Covers & Guards	A			 Wheel Nuts	A		
 Seat belt	A			 Reflective Strips	A		
 lights (head/tail/brakes/reverse)	A			 Wipers	A		
 Hooter	A			 Tyre Condition/Inflation	A		
 Steering Control/Control levers	A			 Battery & battery terminals secured	A		
 Fire extinguisher	A			 Oil leaks (Minor/sweat)	B		
 Doors lockable	A			 Doors and Windows	B		
 Brakes (service & park)	A			 Cleanliness	C		
 Strobe light	A			 Sun visor	C		
 Filler Caps (Fuel, radiator, Oil)	A			 Windscreen	C		
 Stop Blocks	A			 Body damage	C		
 Buggy Whip (Red Areas)	A						
 Two way Radio	A						

Comments		

C4.2 Annexure B – Vlakfontein Proposed Wet Coal Processing Plant

Proposed Wet Coal Processing Flow



C4.3 Annexure D – Proposed Wet Coal Process Flow

The soft copy version of the Proposed Coal Process Flow is attached as Annexure D

4.4 Annexure E – Planned Washing Plant Coordinates

The soft copy version of the Proposed Coal Process Flow is attached as Annexure E

C4.5 Annexure F – Washability Data of North, West and Buker Pit and Insights into crude oil contaminated coal

The soft copy version of the Proposed Coal Process Flow is attached as Annexure F

1. Procurement

- 1.1. The Employer shall stipulate in the tender data that the Contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted in the two agreed developmental area.
- 1.2. The Contractor shall appoint an Enterprise Development Co-ordinator who shall:
 - 1.2.1. Develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance; and
 - 1.2.2. Shall submit to the employer's representative a monthly enterprise development report (Performa – ED105P) which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprise's performance in the agreed developmental areas, countersigned by the targeted enterprise.

2. Management

- 2.1. The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.
- 2.2. The contractor shall submit to the Employer's representative:
 - 2.2.1. Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the contractor, detailing an assessment of the enterprise development support provided.
 - 2.2.2. Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, CIDB registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and
 - 2.2.3. Enterprise development declaration (ED104P)

3. The Key Personal:

- 3.1. The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

3.2. Management Meetings:

- 3.2.1. The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG.

3.3. The Forms for contract administration:

- 3.3.1. The contractor shall submit to the Employer's Representative the following proformas:
 - 3.3.1.1. Form ED 105P Project Interim Report
 - 3.3.1.2. Form ED 104P Enterprise Development Declaration
 - 3.3.1.3. Form ED 101P Project Completion Report

3.4. Records:

- 3.4.1. The contractor shall:
 - 3.4.1.1. keep records of the targeted enterprise development,
 - 3.4.1.2. keep records of the payments made to the targeted enterprises in relation to the CPG,
 - 3.4.1.3. ensure all the documentation required in terms of the Standard is provided in a timely manner and according to a prescribed format where applicable.

3.5. Payment Certificates:

- 3.5.1. The contractor shall:
 - 3.5.1.1. achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard,

AFRICAN EXPLORATION MINING AND FINANCE CORPORATION

TENDER NUMBER: AE/VLAK/001/2024

DESCRIPTION OF THE WORKS: PLANNING, DESIGN, FABRICATION, ERECTION, COMMISSIONING, OPERATION AND MAINTENANCE OF A WET COAL BENEFICIATION PLANT AND REQUIRED CONVEYOR BELT SYSTEMS

- 3.5.1.2. submit payment certificates to the Employer Representative at intervals determined in the Contract.

3.6. Pro-Forma Documents

C4.6 Annexure G – Form ED 105P Project Interim Report

C4.7 Annexure H – Form ED 104P Enterprise Development Declaration

C4.8 Annexure I – Form ED 101P Project Completion Report

C4.6 Annexure E - Form ED 105P Project Interim Report

cidb PROJECT ASSESSMENT SCHEME; STANDARD FOR INDIRECT TARGETING PROJECT INTERIM REPORT To be completed for each qualifying enterprise	
Section A: Employer Information	
cidb Employer Number	
Employer Name	
Section B: Contractor / JV Information	
cidb Contractor Registration Number of main / lead contractor	
Name of contractor	
cidb Contractor Registration Number of Joint Venture Partner 2	
Name of contractor /Joint Venture	
cidb Contractor Registration Number of Joint Venture Partner 3	
Name of contractor /Joint Venture	
cidb Contractor Registration Number of Joint Venture Partner 4	
Name of contractor /Joint Venture	

C4.7 Annexure F - Form ED 104P Enterprise Development Declaration

cidb PROJECT ASSESSMENT SCHEME; STANDARD FOR INDIRECT TARGETING PROJECT COMPLETION REPORT To be completed for each qualifying enterprise	
Section A: Employer Information	
cidb Employer Number	
Employer Name	
Section B: Contractor / JV Information	
cidb Contractor Registration Number of main / lead contractor	
Name of contractor	
cidb Contractor Registration Number of Joint Venture Partner 2	
Name of contractor /Joint Venture	
cidb Contractor Registration Number of Joint Venture Partner 3	
Name of contractor /Joint Venture	
cidb Contractor Registration Number of Joint Venture Partner 4	
Name of contractor /Joint Venture	
Contact Person Title	
Initials	
Surname	

C4.8 Annexure G - Form ED 101P Project Completion Report

cidb PROJECT ASSESSMENT SCHEME: STANDARD FOR INDIRECT TARGETING TARGETED ENTERPRISE DECLARATION To be completed for each targeted enterprise									
Section A: Employer Information									
cidb Employer Number									
Employer Name									
Section B: Contract Data									
cidb Contract Number									
Contract Title									
Date of Practical Completion									
Contract Amount at Award(Inclusive of VAT)									
R									
Section C: Main Contractor / JV Information									
cidb Contractor Registration Number of main / lead contractor									