



REQUEST FOR PROPOSAL (RFP)

Bid Number	RFP 08/2024
Bid description:	Appointment of courier service providers for document/parcel delivery within South Africa for Alexkor RMC JV over a period of 2 (two) years.
Period:	24 months (2 years).
Submission Email Address:	tenders@alexkor.co.za
Telephone number:	(027) 831 8394/8302
Procurement enquiries: Technical enquiries	cambellp@alexkor.co.za gershwine@alexkor.co.za
Name of the responsible unit:	Finance
Issue Date:	18 March 2024
Closing Date & Time for submission:	04 April 2024 at 11h00 am
RFP Validity date	90 Business days
Evaluation Criteria	Price: 80 points B-BBEE: 20 points
Compulsory Briefing session:	Compulsory Microsoft Teams Online briefing will take place on, 26 March 2024 at 11:00 am. Meeting ID: 330 855 536 884 Passcode: oBbJqN

TERMS OF REFERENCE (TOR) FOR REQUEST FOR PROPOSALS (RFP)

Background information

Alexkor SOC Limited Company ("Alexkor"), with Registration Number 1992/006368/30, was established in terms of the Alexkor Limited Act, No. 116 of 1992, as amended by the Alexkor Amendment Act, No. 29 of 2001. The Company is listed as a Schedule 2 public entity, wholly owned by the Government through the Minister of Public Enterprises as the Shareholder representative.

The group comprises Alexkor SOC Limited, Rehabilitation Trust and The Pooling and Sharing Joint Venture ("PSJV"), which is an unincorporated Joint Venture between Alexkor SOC Limited and Richtersveld Mining Community ("RMC"). The PSJV's operations are based in Alexander Bay and Port Nolloth, both in the Northern Cape Province.

Alexkor's core business is the mining of diamonds on the West Coast of South Africa at the mouth of the Orange River for almost a hundred years since 1926. The community within which Alexkor operates is known as the Richtersveld which incorporates five (5) towns, Alexander Bay, Koeboes, Sandrift, Lekkersing and Eksteenfontein. The history of the areas has been a history of dispossession with the Nama People being forced off their land in 1928. In 2007, the Richtersveld Community won a land claim against the state which awarded the land and the land mining concession to the community. An agreements called the Deed of Settlement (DoS) and a Unanimous Resolution were made an order of court which created the Pooling and Sharing Joint Venture (PSJV).

Scope of Work

ALEXKOR RMC JV seeks a courier company for document/parcel delivery within South Africa over two years through this RFP. The contract spans 24 months and entails the service provider conveying goods from collection to delivery addresses within specified timeframes, offering express, economy, and premium courier services along with track and trace capabilities. The service provider must adhere to service expectations, including timely delivery, intact goods, and constant updates on delivery status. Services may be requisitioned at short notice, with the provider confirming receipt of orders, collecting goods promptly, and delivering them as per instructions. Minimum order quantities are specified, and services are available 24/7, with limitations to courier services within Northern Cape province and inter-provincial deliveries in South Africa. The provider's responsibilities include meeting service expectations, complying with regulations, notifying consignees of available goods, adhering to transit conditions, providing accurate information, and ensuring proper documentation and packaging for all deliveries.

The required courier services will include, but not limited to, the following;

- Same day services
- Weekend services
- After-hours services
- Public Holiday services
- Intra City services (within any main centre within 80km).
- Overnight express by 10h30
- Remote area/Regional services;
- Budget (Road Freight) services
- Special delivery services which cover requirements over and above the standard services
- Appointed Service Provider will be expected to assist with the collection, delivery / distribution of parcels/letters, documents on a daily, weekly or month basis to different stakeholders, institutions, and individuals in and around South Africa.
- The authorised representative of Courier Service will be required to furnish receipt for parcels and documents.
- The prospective Service Provider will ensure that all parcels/documents are delivered to the intended recipient.

- Upon prompt and correct delivery, the Service Provider will ensure that the intended recipient clearly indicates his /her full names, signature, and telephone number on the waybill.
- The Service Provider will furnish proof of delivery of parcels/documents to ALEXKOR RMC JV with the required level of detail on a monthly basis.
- The Courier Service will return the undelivered parcels/letters within a week.
- Due to the remoteness of the Alexander Bay mining area and the importance of understanding the logistical landscape, preference will be given to bidders from the Northern Cape, particularly those from Richtersveld with a proven track record of employing local residents and familiarity with the surrounding towns.

Online system

The Courier must have an online courier management system in place to be used for all ALEXKOR RMC JV consignments. The online system should be capable of the following;

- Enable the ALEXKOR RMC JV to place/ log a request for collection and/ or deliveries
- Keep history of the past collections and/ or deliveries for audit and information purposes.
- Enable the ALEXKOR RMC JV to track all consignments en-route to their respective destinations.
- Provide different ALEXKOR RMC JV users with their own individual login details to access the ALEXKOR RMC JV account (as opposed to single login details being used by all users).
- Provide online quotes for all documents or parcels requiring delivery.
- Provide early alerts for any delays that fall outside the agreed Service Level Agreement. This is to ensure that all affected parties are informed well in advance.
- Provide proof of delivery once a consignment has been delivered.
- Generate waybills and pre-printed waybills where necessary.
- Generate waybill activity reports, online statements and invoices.
- Enable the user to monitor courier spend throughout the month.

Security of consignments

Safeguard the interests of the ALEXKOR RMC JV at all times by ensuring confidentiality and safety of parcel Demonstrate what measures they have in place to protect confidential information they will be tasked to couriers/documents being transported. The bidder must;

- Demonstrate what measures they have in place to protect confidential information they will be tasked to courier.
- Demonstrate what contingency plans they have in place to protect consignments in cases of hijackings or loss
- Demonstrate how consignments that contain personal information will be handled and protected as required by the Protection of Personal Information Act No. 4 of 2013 (POPI Act.)

Billing and reporting requirements

- The Courier must timeously submit the monthly activity report and invoices.
- The relevant cost centres must be clearly indicated on the monthly activity report.
- The contractor must submit a daily/weekly/monthly tracking report with an update of the movements of ALEXKOR RMC JV's consignments.
- The bidder must provide a sample of the electronically generated courier reports (such as daily activity, monthly, daily, invoice, statement etc.).

Contract condition

The successful bidder must have an electronic tracking system to track couriered goods:

Account Manager

The Service Provider must clearly outline the role and responsibilities of the Account Manager who shall serve as such party's primary liaison throughout the course of the project. The Accounts Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Account Manager.

Insurance

Shipment public liability and insurance must be included. It should be noted that the service provider will be liable for any damage or loss of goods while in their possession.

Evaluation Criteria

Stage 1: Pre-Qualification Criteria

Submission of Compulsory Documents:

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

- Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD.
- Individual consultants are also required to be registered on CSD in their individual capacity and proof of registration must be submitted.
- Completed and signed Standard Bidding Documents attached to the bid.
- In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- Proof of Insurance that includes public liability and sufficient cover.
- Submit a valid Tax Clearance Certificate/ Tax Pin
- Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points.

4.2 Stage 2 - Technical/Functionality Stage

Only bidders that have met the pre-qualification criteria will be evaluated for functional evaluation. An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, Bidders will be required to achieve a minimum score **75% (or 75 points)**, for Functionality in order to qualify to proceed to Stage 3 (Price and Preference Points System).

CRITERIA	GUIDE ON THE ALLOCATION OF POINTS	MAXIMUM POINTS TO BE AWARDED
<p>Reference letters from different clients as evidence of <u>related</u> services previously conducted</p> <p><i>NB: The Reference Letter(s) must not be older than 5 years must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered.</i></p> <p>Company Profile</p>	<p>3 letters attached = 15 points 2 letters attached = 10 points 1 letter attached = 5 points</p> <p>No reference letters attached / unsatisfactory services rendered = 0 points</p> <p>The proposal must include a company/organisation profile, comprising a description of your organisation, its primary business activity, clients, experience, management, sub-contractor profiles, etc., including at list three reference companies whom they offer the same services to and geographical locations/networks</p>	<p>15</p>
<p>Short profile of the Key Account Manager(s)</p> <p>Provide a CV of the Key Account Manager indicating years of experience</p>	<p>3-5 years in operating or management of a courier service provider = 10points 1-2 years' experience = 5points Less than 1-year experience = 0points</p>	<p>10</p>
<p>Online system</p>	<p>Bidder's online system meets the requirements of the ALEXKOR RMC JV</p> <p>Track and trace consignments from point of collection to point of delivery 2 points</p> <p>Ability to provide web-based order collection request and submission confirmation. System should provide online generated waybills, tracking number and the tracking number as the Master Waybill with individual parcel identification when collecting multiple shipments 2 points</p> <p>Ability to generate and print/save waybills and quotations online. 2 points</p> <p>Ability to send email/ SMS notification to clients in real time during Collection and delivery and ability to view and print digitally signed POD online. System should have ability to allow driver to collect and deliver multiple shipments with a single signature 2 points</p> <p>Reporting (e.g. early alerts for late deliveries, daily, monthly reports etc.) 2 points</p> <p>Bidder to provide samples of its system generated billing and activity reports to substantiate compliance.</p>	<p>10</p>

<p>Methodology and Approach</p> <p>The Bidder must provide a detailed explanation of the methodology and approach on delivery to outlining remote areas which details how the service will be carried out as outlined in the scope. The plan must have deliverables and timeframes</p>	<p>Proposed methodology demonstrates an adequate understanding of Courier Services matters and include the following; Proximity of Services Points The bidder's methodology must demonstrate a clear strategy for establishing or utilizing existing service points within close proximity to the Alexkor mining area and the Richtersveld community (encompassing Alexander Bay, Koeboes, Sanddrift, Lekkersing, and Eksteenfontein). The proposal should detail the planned number and locations of service points relative to the Alexkor mine and surrounding towns. Bidders will be awarded points based on the accessibility and density of their proposed service point network, with a focus on minimizing travel distances for residents. Strategies for utilizing existing postal networks or partnering with local businesses for drop-off/pick-up locations can be considered favorably.</p>	<p>30</p>
	<p>Distribution plan for movement of parcels The bidder's methodology must include a detailed distribution plan outlining the efficient and timely movement of parcels, particularly within the remote Alexkor mining area and the Richtersveld community. The plan should detail the chosen modes of transportation (e.g., trucks, vans, motorbikes) considering factors like parcel size, urgency, and cost-effectiveness for remote locations. Bidders will be awarded points based on the efficiency and reliability of their proposed transportation network, with a focus on minimizing delivery times for parcels, especially to remote areas. The plan should demonstrate a clear understanding of logistical challenges associated with the region's remoteness and propose solutions to ensure consistent service. Contingency plans for unforeseen circumstances (e.g., bad weather) should be outlined. Tracking and tracing capabilities throughout the entire delivery process should be clearly defined.</p>	<p>15</p>

	<p>Provide fleet profile</p> <p>The bidder must submit a comprehensive profile of the fleet they propose to utilize for courier services in the Alexkor mining area and surrounding Richtersveld community.</p> <p>The fleet profile should detail the number, type, and capacity of vehicles dedicated to servicing the contract.</p> <p>Bidders will be awarded points based on the suitability of their fleet for the specific needs of the area, considering factors like:</p> <p>Vehicle type: A mix of vehicle sizes (e.g., vans, trucks, motorbikes) may be necessary to accommodate various parcel sizes and destinations.</p> <p>Vehicle capacity: Vehicles should have sufficient cargo space to handle the anticipated parcel volume efficiently.</p> <p>Off-road capability: Considering the remoteness of the Alexkor mining area, some vehicles may require off-road capabilities for reliable access.</p> <p>Vehicle age and condition: The fleet should consist of well-maintained vehicles with a proven track record of reliability.</p> <p>Roadworthiness and Insurance (Mandatory):</p> <p>All vehicles used for courier services must be roadworthy and compliant with all South African National Road Traffic Act (NRTA) regulations. Bidders must provide proof of valid roadworthy certificates for all vehicles.</p> <p>Each vehicle must be insured for:</p> <p>Comprehensive Cover: against accidental damage, fire, theft, and other perils.</p> <p>Public Liability Insurance: to cover any third-party injuries or property damage caused by the operation of the vehicle.</p> <p>Bidders must submit copies of current insurance certificates for all vehicles included in the tender proposal.</p> <p>Vehicle Maintenance (Mandatory):</p> <p>Bidders must have a documented preventative maintenance plan for all vehicles used for courier services.</p> <p>The plan should detail procedures for regular servicing, repairs, and replacement of parts to ensure optimal vehicle performance and reliability.</p> <p>Bidders may be required to demonstrate their maintenance capabilities or provide references from reputable service providers.</p> <p>Registration and Compliance (Mandatory):</p> <p>All vehicles used for courier services must be registered with the National Traffic Information System (NATIS) in South Africa.</p> <p>Bidders must provide copies of valid NATIS</p>	<p>20</p>
--	---	------------------

	registration certificates for all vehicles included in the tender proposal. Bidders must demonstrate a plan for regular vehicle maintenance and servicing to ensure consistent performance and minimize breakdowns. Contingency plans for vehicle breakdowns or unexpected maintenance needs should be outlined.	
Total		100

EVALUATION AND SELECTION PROCESS

The bidders will be evaluated as follows:

PHASE 1 - ADMINISTRATIVE CRITERIA:

Which will disqualify bidders not meeting the requirements (responsive / compliance / eligibility).

Bidders who do not meet the requirement below will be immediately disqualified from the bidding process

Item	Description	Yes	No
1.	Company registration documents		
2.	Certified copies of directors or owners Identity documents		
3.	Proof of registration on the CSD		
4.	SARS Tax Pin		
5.	BBBEE Level Certificate from accredited agencies or registered Auditor or Sworn Affidavit		
6.	The bidder must be a resident from the Richertsveld area		
7.	<p>The Roadworthiness and Insurance:</p> <p>All vehicles used for courier services must be roadworthy and compliant with all South African National Road Traffic Act (NRTA) regulations.</p> <p>Bidders must provide proof of valid roadworthy certificates for all vehicles.</p> <p>Each vehicle must be insured for:</p> <p>Comprehensive Cover: against accidental damage, fire, theft, and other perils.</p> <p>Public Liability Insurance: to cover any third-party injuries or property damage caused by the operation of the vehicle.</p> <p>Bidders must submit copies of current insurance certificates for all vehicles included in the tender proposal.</p>		
8.	<p>Vehicle Maintenance:</p> <p>Bidders must have a documented preventative maintenance plan for all vehicles used for courier services.</p> <p>The plan should detail procedures for regular servicing, repairs, and replacement of parts to ensure optimal vehicle performance and reliability.</p> <p>Bidders may be required to demonstrate their maintenance capabilities or provide references from reputable service providers.</p>		
	<p>Registration and Compliance:</p> <p>All vehicles used for courier services must be registered with the National Traffic Information System (NATIS) in South Africa.</p> <p>Bidders must provide copies of valid NATIS registration certificates for all vehicles included in the tender proposal.</p>		
8.	Company profile		
9.	Fully completed and signed		
	i. Invitation to bid -SBD 1		
	ii. Declaration of Interest – SBD 4		
	iii. Preference Points Claim - SBD 6.1 + BBEE Certificate		

	iv. Contract form – SBD 7.3		
	v. Declaration of bidder's past SCM Practices – SBD 8		
	vi. Certificate of Independent Bid Determination – SBD 9		
10.	Fully completed and signed pricing schedule		
11.	For joint ventures, a valid Tax Compliance Document for all parties to the Joint Venture and a signed agreement by both partners are required, clearly indicating the lead partner		

PHASE 2 - FUNCTIONAL EVALUATION

Pre-Qualification and Functional Evaluation

Eligibility for Evaluation: Only bidders who satisfy the pre-qualification criteria will advance to the functional evaluation stage. During this phase, bidders will be assessed based on their responses to the specific requirements outlined in the bid specification.

Minimum Functional Score: Bidders must achieve at least 70% in the functional assessment to be considered for further evaluation. It is important to note that failing to score in any of the evaluation areas will result in disqualification, even if the overall minimum score of 70% is met.

80/20 Preferential Points System: The evaluation process will incorporate the 80/20 preferential points system, aligning with procurement regulations.

Mandatory Document Submission

Failure to submit any of the following documents in their entirety will render the bid invalid:

Entity Registration: A copy of Entity Registration Documents and Certified ID Copies of Director(s) (issued within the last 6 months), along with CSD Registration.

Tax Compliance: A valid SARS PIN Printout.

Standard Bidding Documents (SBDs): Complete SBD1, SBD3, SBD4, SBD6, SBD8, and SDB9 forms.

BBBEE Certification: A certified copy or original BBBEE Status Level Certificate (SANAS accredited) or an original affidavit.

Joint Ventures: For joint ventures, a valid Tax Compliance Document and a signed agreement from both partners are required, clearly indicating the lead partner.

Price and B-BBEE Status Level Contribution

Regulatory Framework: Alexkor RMC JV adheres to the Preferential Procurement Policy Framework Act, No 5 of 2000, and its 2011 Regulations.

Bid Value: The bid value is expected not to exceed R50 000 000 (inclusive of all applicable taxes), and thus, the 80/20 preference point system is applicable.

Preference Points Allocation: Points will be awarded based on:

Price: 80 points.

B-BBEE Status Level of Contributor: 20 points.

Policy Compliance and Transparency

To ensure a fair and transparent selection process, Alexkor RMC JV is committed to adhering strictly to its policy regarding the appointment of service providers, ensuring equal opportunities for all participants.

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

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. Bidders are required to submit financial proposals as per the table below on a company letterhead.

Annexure B: Fees schedule

Item	Service	Notes	Charge perKm (Year 1)	Charge perKm (Year 2)
1	Domestic: Same-day Express	Major Centres		
	Domestic: Same-day Express	Regional / outlying areas		
2	Domestic: Overnight Express by 10h30	Major Centre		
3	Domestic: Overnight Express	Regional/ Outlying area		
Group comparative value (sum total)			R	

Bidders are required to provide pricing on all services, as items will be evaluated as group series therefore it is critical to provide a group comparative value.

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

Sub-contracting

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

Notes to Bidders

Outlined below are basic requirements that each bid must comply with throughout the project lifespan. A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

The ALEXKOR RMC JV will not be liable to reimburse any costs incurred by applicants in preparing their proposals.

Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 11:00 o'clock on/after the closing date.

ALEXKOR RMC JV does not bind itself into making an appointment from proposals and offers received.

ALEXKOR RMC JV reserves the right, at its sole discretion, to cancel this request for proposals, presentations and price or not to make any appointment at all.

ALEXKOR RMC JV will not make upfront payments.

Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.

The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised).

The designated responsible person of the ALEXKOR RMC JV is the Chief Executive Officer or his written authorised delegate.

The ALEXKOR RMC JV undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.

Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the ALEXKOR RMC JV by any bidder will result in the disqualification of the respective bidder.

ALEXKOR RMC JV may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.

ALEXKOR RMC JV GENERAL CONDITIONS OF PURCHASE

General

ALEXKOR RMC JV and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between ALEXKOR RMC JV and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by ALEXKOR RMC JV. No servant or agent of ALEXKOR RMC JV has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by ALEXKOR RMC JV in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency only, which is the South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. ALEXKOR RMC JV pays for the item within 30 days of receipt of the Supplier's correct tax invoice. No advance payments will be made to suppliers.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to ALEXKOR RMC JV at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to ALEXKOR RMC JV a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to ALEXKOR RMC JV when accepted by ALEXKOR RMC JV.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, ALEXKOR RMC JV may reject

any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, ALEXKOR RMC JV may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to ALEXKOR RMC JV.

In the case of service, the Supplier corrects non-conformances as indicated by ALEXKOR RMC JV.

Warranty

Without prejudice to any other rights of ALEXKOR RMC JV under these conditions, the Supplier warrants that the items are in accordance with ALEXKOR RMC JV's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by ALEXKOR RMC JV.

Indemnity

The Supplier indemnifies ALEXKOR RMC JV against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies ALEXKOR RMC JV against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by ALEXKOR RMC JV.

Assignment and sub-contracting.

The Supplier may not assign or subcontract any part of this order/contract without the written consent of ALEXKOR RMC JV.

Termination

ALEXKOR RMC JV may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to ALEXKOR RMC JV):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of ALEXKOR RMC JV, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.