

**SCOPE OF
TENDER FOR
LOAD AND HAUL- NORTH PIT**

1. BACKGROUND

Foskor has two highly mechanised Pyroxenite Pits; North Pit and South Pit. North pit is currently producing ore and waste combined in the order of 11 million tons per annum. The Mine is highly mechanised with fully automated Modular dispatch system and equipped with large equipment in the South Pit such as Komatsu PC 5500 Shovels, 180-ton dump trucks etc. For major mining activities in the North Pit of drilling, blasting and loading and hauling, Foskor has engaged the services of mining Contractors and such mining Contractors are currently active at the mine. These major mining services are currently done by separate individual Contractors and as such, there are quite a few interdependencies from block preparations up to when the rock is sent to the crusher, stockpile or waste rock dump.

2. PURPOSE

The current mining equipment rental contract will be expiring in the coming few months. In the North Pit these major mining services. Foskor has experience in managing several mining Contractors operating within the same mining area performing different services. Foskor is looking for a Contractor who is interested in undertaking the following services:

- A: Load and haul of both ore and waste including re-handling from stockpile.

The expected annual mining tonnages as per the current 5 Year Mine Plan are summarised in Table 2-1 below. A detailed Mine Plan can be found in Annexure E attached.

Table 2-1: Indicative Annual Mining Tonnages

Source/Location	UOM	YEARS(tonnages in million)			
		2024/25	2025/26	2026/27	2028/29
North Pit Ore	MT	7.06	7.06	7.06	7.06
North Pit Waste	MT	3.80	3.81	3.81	3.81
North Pit SR	MT	0.54	0.54	0.54	0.54
Total Rock	MT	10.86	10.87	10.87	10.87

3. SCOPES OF WORK

Tenderers may tender for services of (A) Load and Haul of both ore and waste including re-handling from stockpile and block preparations.

Refer to the table below that summarises how these services are planned in terms of the Tender packages:

Table 3-1: Tender options for Mining Services

Scope	Service Description	Bid Option
A	Load and haul of both ore and waste including re-handling from stockpile and block preparations.	Tender to bid for Scope A only

This contract will be for a period of five years, with a termination period of two calendar months written notice of cancellation in case one of the parties is in default of the obligations per this agreement, in areas designated by Foskor.

3.1. SECTION C: LOAD AND HAUL

A (Load and Haul) of the Scope of Work may be tendered for alone for North Pit as per Table 3-1. The expected load and haul tonnages as per the current 5 Year Mine Plan are shown in Table 3-5 and Table 3-6 below, and can be found in the Mine Plan contained in Annexure E. The services of Load and Haul will include some rehandle of ore from surface stockpiles to the crushers and block preparations.

Differentiation of waste material from ore must be performed jointly with a Foskor Representative knowledgeable in the Geology environment.

3.1.1. Mining Method

Foskor has prepared a 5 Year Mine Plan, and the results of North Pit production details are depicted in Figure 3-1 below. The detailed Mine plan can be found in Annexure E. The mining benches together with typical load and haul distances are shown in Table 3-4 and Table 3-5. Loading and hauling of blasted material will be done on a bench by bench basis utilising existing access and temporary ramps. A Truck and Excavator configuration is the recommended method for mining in the North Pit. Annual mine plans and schedules will be provided by Foskor. Weekly loading and activity plans will be provided by Foskor and the Contractor must follow and submit a reconciliation report on a weekly basis.

Figure 3-1 Summary of North Pit Annualised 5 Year Production Profile (Metric tonnes below are in millions)

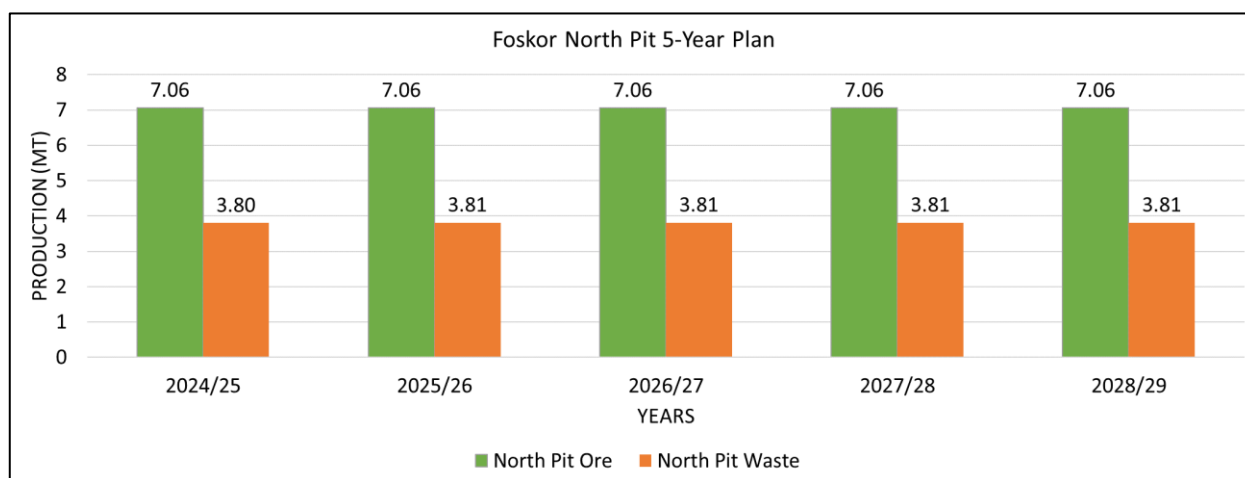


Table 3-1 Typical Load and Haul Distances - Ore

Bench no.	Bench elevation	Haul segment	Distance (m)	Gradient (%)	Total distance (m)
9	372	Inpit flat	258	0	1,678
		Inpit ramp	619	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	
10	360	Inpit flat	253	0	1,822
		Inpit ramp	768	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	
11	348	Inpit flat	362	0	2,075
		Inpit ramp	912	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	
12	336	Inpit flat	165	0	2,051
		Inpit ramp	1085	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	
19	243	Inpit flat	264	0	3,504
		Inpit ramp	2439	8	
		Ex-pit 4-way stop 1	389	0	

		4-way stop 1 - East crusher	412	3.79	
20	231	Inpit flat	260	0	3,665
		Inpit ramp	2604	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	
21	219	Inpit flat	265	0	3,807
		Inpit ramp	2741	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - East crusher	412	3.79	

Table 3-2 Typical Load and Haul Distances – Waste

Bench no.	Bench elevation	Haul segment	Distance (m)	Gradient (%)	Total distance (m)
9	372	Inpit flat	258	0	3,060
		Inpit ramp	619	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	1654	0	
		Waste dump ramp lift 1	140	8	
10	360	Inpit flat	253	0	3,204
		Inpit ramp	768	8	

		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	1654	0	
		Waste dump ramp lift 1	140	8	
11	348	Inpit flat	362	0	4,197
		Inpit ramp	912	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	1654	0	
		Waste dump ramp lift 1	140	8	
		Waste dump flat	600	0	
		Waste dump ramp lift 2	140	8	
12	336	Inpit flat	165	0	4,713
		Inpit ramp	1085	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	1654	0	
		Waste dump ramp lift 1	140	8	
		Waste dump flat	600	0	
		Waste dump ramp lift 2	140	8	
		Waste dump flat	400	0	
		Waste dump ramp lift 3	140	8	
19	243	Inpit flat	264	0	3,997
		Inpit ramp	2439	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	765	0	

		Waste dump ramp lift 1	140	8	
20	231	Inpit flat	260	0	4,898
		Inpit ramp	2604	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	765	0	
		Waste dump ramp lift 1	140	8	
		Waste dump flat	600	0	
		Waste dump ramp lift 2	140	0	
21	219	Inpit flat	265	0	5,580
		Inpit ramp	2741	8	
		Ex-pit 4-way stop 1	389	0	
		4-way stop 1 - Waste dump	765	0	
		Waste dump ramp lift 1	140	8	
		Waste dump flat	600	0	
		Waste dump ramp lift 2	140	8	
		Waste dump flat	400	0	
		Waste dump ramp lift 3	140	8	

In the case when ore is rehandled from surface ore stockpiles to the crushers, Table 3-3 shows the indicative rehandling haul distance.

Table 3-3: Indicative Rehandle Haul Distances

Stockpile	Crusher	Distance (m)
East Passby	East Crusher	200 m to 500 m

East Passby	North Crusher	699 m
North Passby	East Crusher	794 m
North Passby	North Crusher	150 m
New North Stockpile	East Crusher	1 110 m
New North Stockpile	North Crusher	475 m

3.1.2. Minimum Equipment Requirements

In order to achieve the required production, the Contractor must provide sufficient and suitable equipment to load and haul according to Table 3-4 as shown below and in compliance to the safety standards of Foskor. The Contractor can add support equipment to assist in achieving their production targets, and if the Contractor can demonstrate to achieve their production targets with less equipment, discussions can be held with Foskor's Mining Management. This will require Approval from the Mining Management to reduce equipment below the minimum requirements.

Table 3-4: Equipment Description

Equipment	Quantity
• Mechanical Excavator $\geq$ 140ton	3
• Dump Truck (CAT 777D or similar)	15
• Track Dozer (CAT D10 or similar)	3
• Diesel Bowser (min 18000L)	1
• Water Bowser (min. 27000L)	2
• Motor Grader (CAT 140k or similar)	3

Note: Contractors should make provision to equip all equipment with on-board fire suppression system (as stipulated in Foskor's COP-59), Collision Avoidance Systems (CAS) including Pedestrian Detection System (PDS) and Vehicle Intervention System (VIS) – in the near future as per MHS Act.

3.1.3. **Planning**

The successful Contractor will be responsible for performing weekly and monthly plans in accordance with mid-term and long-term plans prepared by Foskor. Foskor will oversee and approve monthly plans. Foskor will supply the successful Contractor with the short-term mining plans and volume requirements as determined by the mining schedule. The Contractor shall submit a monthly production report.

Blasting days will be scheduled to minimise disruption to the mining operation, but it is inevitable that some production losses will occur due to blasting requirements. The following delays due to blasting should be accounted for in the production planning:

- Approximately two hours per blast.
- Two to three blasts per week.
- Shifting of mine infrastructure like dewatering pumps, etc

3.1.4. **High Wall Scaling**

Specialised high wall scaling will be undertaken by the Contractor. Scaling on current mining benches will be the responsibility of the mining Contractor. Training on the operation of the scaling rig will be provided by Foskor.

3.1.5. **Waste Material**

Waste mining operations comprise of Pyroxenite rock with a grade of less than 5% P₂O₅, as well as BI (basic inclusions in xenolith form), dolerite, feldspar/feldspathic pyroxenite, carbonatite and granite. The density varies from 2.7 - 3.2 t/m³.

3.1.6. **Pit Dewatering**

The accumulation of groundwater at the bottom of the pit must continually be managed. The Contractor must be appropriately resourced to perform these duties. Diesel fuel used in pumping operations will be supplied by Foskor. The Contractor shall be solely responsible for dewatering of the entire area allocated and will therefore be responsible for the following:

- Logistics of pumping system in the pit
- Checking and inspections of dewatering installations inside the pit

- Monitoring of pit sump levels
- Creation of pit sumps as and when necessary
- Cutting drainage channels when required
- Sump to sump pumping of water.

3.1.7. **Haul Roads, Ramps and Dump Maintenance**

the following work as a minimum must be undertaken by the Contractor (or similar words):

- Construction, upgrading and maintenance of all haul roads and ramps as per Foskor standards. This includes all haul roads utilised within the Contractor's scope of work/ area of responsibility. It excludes any roads outside the Contractor's area of responsibility
- Grading and dust suppression of said roads used by Contractors from loading to tipping/dumping area. The Contractor shall maintain a sufficient number of water bowsers and graders
- It is the responsibility of the Contractor to ensure that all roads are free draining, trafficable in all weather conditions and must manage the accumulation of water so as not to impede production
- Marking of the edges on all haul roads by installing and maintaining adequate relevant traffic control signs. All current markers and signs will be as per the Foskor standard
- Construction and maintenance of safety berms where required (Dumps, elevated roadways etc.) in accordance with the Foskor's standards.

3.1.8. **Location**

The identified area for loading and hauling operations is Foskor's North Pit. The pit is divided into two separate entities, i.e. North Pit upper benches (from bench 9 to 12) and North Pit lower benches (bench 12 to 21), see Figure 3-2.

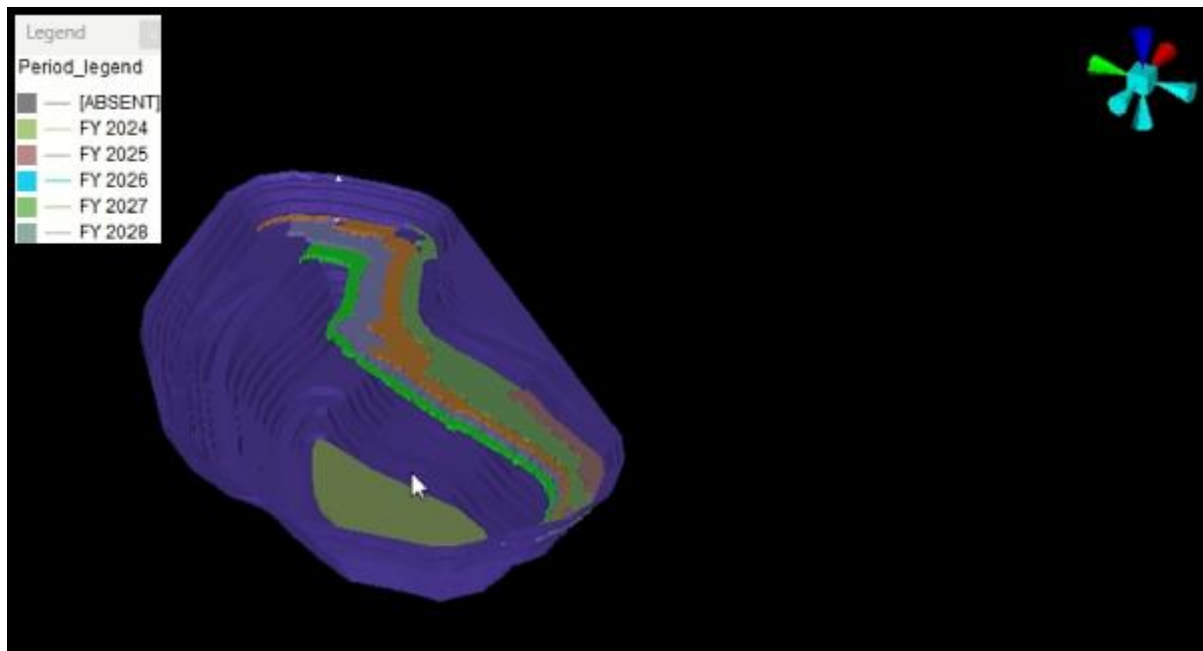


Figure 3-2 North Pit Planned 5 Year Mining Areas per period (annual)

The Contractor will be required to load and haul ore and waste from designated blocks in North Pit and dump the ore in East or North crusher and move the waste to the North Pit waste dump. The average one-way haul route distances are shown in Table 3-1 (Ore) and Table 3-2 (Waste).

Hauling distances exceeding distances as stipulated by the mine must be approved by the Foskor Representative prior to execution. During the conclusion of the contract, a pro-rata rates table will be agreed on which will allow for positive and negative deviations to the above distances.

All in-pit re-handling of material will be for the Contractors account. In the case of re-handling on the Foskor Representative's instruction, the Contractor will be eligible to invoice on a distance pro-rata basis. The Contractor shall from time to time be requested to re-handle ore from the stockpile to the primary crusher and must be resourced for such work.

Loading at the mining face must take into account the underfoot conditions to ensure that minimal re-work is necessary when preparing for drilling the next bench. Here the Contractor is referred to Foskor's standard work procedure whereby level indicators (profiles) are utilised to ensure smooth loading out of blasted material. The Contractor can use its own bench profile suitable for the loading equipment. Cost of bench profile indicator will be borne by the Contractor.

3.1.9. **Secondary breaking by means of mechanical rock breaker**

Requirements for undertaking of secondary breaking by means of mechanical rock breaker will be determined between Foskor Representative and the Load and Haul Contractor. Tenderers are required to quote for this as an additional service, however:

- Undertaking of secondary breaking services by means of a mechanical rock breaker must be approved for by a Foskor Representative before rock breaking activities start.
- Compensation for this service is only applicable where a separate Contractor is appointed to undertake the drilling and blasting services.
- In the event where the appointed Contractor is undertaking the comprehensive mining services (i.e. Scope A, B and C), the cost of this activity will be at the cost of the Contractor.

The Contractor will also be given a chance to quote for secondary breaking of legacy boulders that are on the pit. Quantification of the requirement for this task may be arranged for during site visit (scope briefing).

3.1.10. **Hours of Work**

The Contractor will be expected to render the Services 24 hours per day, seven days per week to ensure that targets are achieved. The Contractor shall provide an organogram and obtain prior approval from Foskor for hours of work and shall communicate any change to working hours within 24 hours to the relevant Foskor Representative. Foskor shall provide the detail working regime schedule during the site visit.

In certain instances, it may be required from the Contractor to work different hours to those stated above. This will be communicated to the Contractor.

Foskor specifically draws your attention to provisions of the Mine Health and Safety Act, 1996, the Basic Conditions of Employment Act, 1997, and the National Environmental Management Act (NEMA), 2008.

In addition, the Contractor must comply with Foskor's Fatigue Management Plan in light of the fact that mining equipment operators are doing hazardous work over long hours.

3.1.11. **Experience and Capability**

The Contractor must be a leading company in the field of loading and hauling and warrants that it is fully experienced and properly organised, financed, equipped, staffed, qualified, licensed and able to fulfil its obligation in terms of this contract, and in terms of any legislation, present or future that may govern such operation. A complete CV must be provided to indicate current and previous loading and hauling contracts and experience.

3.1.12. **Contractor's Responsibilities**

The Contractor is fully accountable for execution of all activities and adherence to all SHEQ requirements for the specified scope of work. Rectification and associated costs thereof will be the sole responsibility of the Contractor should non-compliances or deviations occur.

The Contractor must submit the following reports:

- Monthly Labour Returns to the Safety Department
- Daily report on Production figures to Mining Department
- Immediate report of all incidents to Responsible Official and Foskor SHEQ manager.

3.1.13. **Measurement of Work**

The Contractor shall measure work done on a daily basis in tally format and provide daily updates to the mine. Foskor's survey

department will survey on a regular basis to track work performance and actual tonnages achieved.

Foskor and the Contractor will agree and sign off on the area to be mined and the distance the material will be hauled at beginning and at the end of the task so as to ensure no disputes are raised at month end.

The following method will be adopted for measuring of Load and Haul Services in order to facilitate invoicing.

Ore tonnes from the pit:

- Ore tonnes will be loaded and hauled from the pit and measured at Conveyor Belt scale.
- Such reading (in tonnes) will be regarded as an official figure for use in the invoicing by the Contractor
- The re-handling of ore tonnes from the stockpile to the crusher will be charged at an additional rate dependent on the distances hauled. These distances will be confirmed between Contractor and FOSKOR Representative

- Invoicing and payment for ore tonnes hauled will be based on the reading from this weight scale and the re-handling.

Waste material from the pit:

- Contractor Surveyor will survey the waste rock dump for month end measurement of performance.
Foskor's Survey
Department will be responsible to check and verify the results
- The difference in volumes between the previous month and the month in consideration will be regarded as the waste volumes mined in the active month of measuring.
- The method of measuring will be detailed between Foskor Survey Department or and Contractor Surveyor
- A conversion factor (volume to tonnes) will be formulated, formalised and agreed to between Foskor and the Contractor
- Invoicing and payment for waste rock hauled will be based on these survey results.

Should any discrepancies exist; an independent Surveyor may be appointed. In the case of any disputes, the dispute resolution procedure as described in the Service Level Agreement will be used to resolve the dispute.

Any out-of-scope work done by the Contractor without prior notification to the Foskor Representative will be for the Contractor's account.

No payment will be made for any over-excavation outside final pit boundaries (as described in the Foskor Plan) except where such over-excavation is as a consequence of complying with a directive from the Foskor Representative.

Over and above the daily reporting of work performances for Load and Haul services; formal monthly review of contracted services performance of work will be conducted between Foskor Representatives and the appointed Contractor. This will give

the opportunity for both parties to realign, reforecast and make corrections where applicable. Proactive approach and systems for "short intervals controls" must be exercised by the Contractor to ensure that any potential impact to affect performances do not wait for end of month or for Foskor Representatives to raise concerns. Any such system for "short intervals control" must be well endorsed and well understood by Foskor Representatives.

3.1.14. Ad Hoc Day Work (when required)

The Contractor shall measure work done on a daily basis in a timesheet format and provide daily updates to Foskor. Final measurement will be based on agreed figures by both Foskor and the Contractor at the end of the task completed. No standing time claims will be allowed. Fokor will be responsible to check and verify all clock hours worked.

Any work done by the Contractor without prior notification and approval by the Fokor Representative will be for the Contractor's account.

4. GENERAL SCHEDULE OF RESPONSIBILITIES APPLICABLE TO ALL SERVICES

The following items as tabulated in Table 4-1 below supplement individual responsibilities and obligations stipulated for each service and are therefore applicable to all services in this scope document.

Table 4-1 Schedule of Responsibilities Applicable to All Services

Item No.	Item Description	Responsible Party
1	General	
1.1	Survey equipment and materials	Both
1.2	Baseline and check surveying	Both
1.3	Measurement for payment	Both
1.4	Geology and geotechnical engineering	Foskor
1.5	Overall Site layout	Both
1.5	Contractor's Site layout	Contractor
1.6	Communication system	Foskor provide channel, Contractor does the rest
1.6.1	Radios	Contractor

1.6.2	Telephone system	Foskor
1.6.3	Internet access	Foskor
1.7.1	Long Term Mine Planning (including Annual Planning)	Foskor
1.7.2	3 Monthly Rolling Planning	Foskor, with Contractor involvement
1.7.2	5 weekly scheduling	Foskor, with Contractor involvement
1.7.3	Daily and Weekly scheduling	Foskor, with Contractor
2	Mobilisation	
2.1	Plant and equipment list	Contractor
2.2	Manning complements	Contractor
2.3	Employers Induction and medical clearance	Foskor
2.4	Contractors Induction	Foskor
2.5	Mobilisation schedule	Contractor
3	Site Preparation - Surface	
3.1	Surface workshop	Contractor
3.2	Laydown area - fencing	Contractor
3.3	Security and safety precautions	Contractor
3.4	Primary points of supply/discharge	Foskor
3.4.1	Power	Foskor will supply up to transformer (booster 6600V, B18 6600V up to transformer. Foskor provides pumps.
3.4.2	Raw water [disposal on surface]	Foskor free issues dewatering pump and pipeline. Discharge point defined by Foskor
3.4.3	Potable water [including tank]	Foskor

4	Manpower	
4.1	Contract management	Foskor
4.2	3.1.a legal appointment and below	Foskor
4.3	Site management and supervision	Contractor
4.4	Labour	Contractor
4.5	Recruitment and training	Contractor based on Foskor's Social and labour plan

4.6	Supervisory staff accommodation	Contractor
4.7	Single quarters accommodation and feeding	Contractor
4.8	Hospitalisation	Contractor
4.9	Safety [All PPE and management and cones]	Contractor
4.1	MQA training	Contractor
4.11	2.13.1 Appointment	Contractor to bring own 2.13.3.1 appointee
5	Building and Furnishings - Surface	
5.1	Contractor's offices, stores	Contractor
5.2	Equipment for 5.1 above	Contractor
5.3	First aid station and equipment: Surface	Contractor
5.4	First aid equipment: Pit	Contractor
5.5	Changehouse	Foskor
5.6	Equipment for 5.5	Foskor
5.7	Laundromat	Contractor
5.8	Equipment for 5.7	Foskor

6	Facilities - Surface	
6.1	Transport to and from site	Contractor
6.2	Contractor's site transport	Contractor
6.3	Supervision personnel transport	Contractor
6.4	General personnel transport	Contractor
6.5	Explosives transport - Source to magazine	Contractor
6.6	Explosives transport - magazine to pit	Contractor
6.7	Ambulance	Foskor
6.8	General site security	Foskor
6.9	Changehouse internal only	Foskor
7	Changehouse supervision	Foskor
7.1	Access Control	Foskor
7.2	T and A clocking system	Foskor provides access at main gate. Contractor manages his people's attendance
7.3	Fencing	Contractor
7.4	Housekeeping	Contractor
8	Services and Utilities - Surface	
8.1	Raw and potable water from point of supply	Contractor
8.2	Water reticulation	Contractor
8.3	Water pipes	Contractor
8.4	Electric power from point of supply	Contractor
8.5	Substation and equipment - permanent	Foskor

8.6	Power reticulation - permanent	Foskor
8.7	Lighting - permanent	Foskor
8.8	Firefighting equipment - Offices	Contractor
8.9	Firefighting equipment - Workshop	Contractor
8.1	Settling ponds	Foskor
8.11	Sewerage [disposal on surface]	Foskor
8.12	Effluent disposal [disposal on surface]	Foskor
8.13	Solid waste disposal [disposal on surface]	Foskor
8.14	Hazardous waste disposal [disposal on surface]	Foskor
8.15	Salvage	Contractor
8.16	Tyre disposal	Contractor
9	Services and Utilities - Pit, waste dumps, production area	
9.1	Sump dewatering	Contractor
9.2	Ground Water Management	Contractor
9.3	Stormwater Management	Contractor
9.4	Lighting - temporary	Contractor
9.5	Lighting - permanent	Foskor
9.6	Safety	Both
9.7	Sanitation	Foskor
9.8	Eating facility	Contractor
10	Explosives and Blasting	Different Contractor
11	Plant, Equipment and Supplies	Contractor
11.1	Load and Haul	Contractor
11.1.1	All plant	Contractor

11.1.2	Transport of materials, fuel and equipment into pit and between sites	Contractor
11.1.3	Water and diesel bowser	Contractor
11.1.4	Salvage	Contractor
11.2	Dispatch system	Contractor
11.3	Collision Avoidance System	Both. Foskor will describe what is needed (standardisation with existing system at the mine).
11.4	Firefighting equipment - plant	Contractor
12	Roads and Ramps within area of Responsibility	
12.1	Road and Ramp establishment	Contractor
12.2	Road maintenance	Contractor
12.3	Dust Suppression - Water	Contractor
12.4	Traffic Management and Signs	Contractor
12.5	Berms	Contractor
13	Hydrocarbon Management	
13.1	Diesel	Foskor will provide. Capping to be agreed to with the Contractor. Read with Section 1.6
13.2	Oil	Contractor
13.3	Fuel management system	Foskor will manage via existing system
14	Temporary Pumps, hoses and fittings	
14.1	All items	Contractor

14.2	Water to drills/ shovels	Contractor
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1. GENERAL CONDITIONS APPLICABLE TO ALL SERVICES IN THIS SCOPE

1.2. Infrastructure

Areas for intended workshops and mobile offices will be made available within a reasonable distance from the site. The areas available for intended workshops and site offices will be indicated at the site meeting.

Any infrastructure installed must be approved by the FOSKOR 2.13.1 Engineer. The Contractor must provide a site layout and associated drawings which will be subject to the approval of the responsible FOSKOR 2.13.1 Engineer.

Minimum requirements for this site shall be containment and prevention of pollution, oil, spillages and should be free draining and shall be fully beamed.

Housing, food and transport of the Contractor's employees shall be the responsibility of the Contractor. The Contractor will be responsible for water, electricity, sewage and waste management.

1.3. Auxiliary Services

In addition to the works outlined under the Section 3 and 4 the Contractor shall also be responsible for the following:

1.4. Signage

- Responsible for the erection and maintenance of all relevant signage as per FOSKOR standard.
- All signage must be approved by FOSKOR.

1.5. Lighting

- Ensuring adequate lighting as stipulated by 2.13.1 Engineer in all active working areas (loading areas and workshops, etc, at all times to ensure safe working conditions). These lighting plants shall be supplied and maintained by the Contractor.

1.6. Fuel

- a) Loading and Hauling: Foskor will provide diesel which will be capped at a rate that must be agreed to with the Contractor in the form of maximum amount of diesel litres used per tonne loaded and hauled per kilometre. Diesel in excess of this capped rate will be for the Contractor's account. The Contractor must provide a diesel browser with the necessary couplings so as to refuel as per Foskor standard. The Contractor's diesel browser will be used to refuel the Contractor's equipment.

Foskor's 3.1(a) Appointee will approve in writing the equipment that will be entitled to receive fuel from Foskor and will be the only ones fitted with Foskor's diesel issuing tags.

1.7. General Maintenance

- a) Ensure that adequate fire breaks are maintained around the Contractor's Site.
- b) Ensure the removal of waste as per Environmental Management Plan in accordance with Foskor standard.
- c) The Contractor shall ensure that access to the site is restricted and controlled.

1.8. Communication

- a) The Contractor shall be responsible for the equipping of all equipment with means of effective communication between both the Contractor's Operators and Supervisors as well as between Foskor Supervisory personnel and the Contractor's Supervisor.

1.9. Ad Hoc Day Works

All activities are covered by the schedule of rates. No day works for activities as stipulated in the contract scope will be allowed.

The Contractor will only assist Foskor with ad hoc activities when all of the following is in order:

- a) The work instruction was signed off prior to the start of the work.
- b) The rates as per day work schedule are applied.

No payment will be affected if the above is not complied with.

Performance of that work shall not relieve the Contractor of other obligations and the Contractor shall promptly obtain directions from the Foskor Representative should any conflict in objectives arises.

1.10. Procedures and Standards

It is responsibility of the Contractor to ensure that all Foskor's procedures are complied with. The Contractor must ensure that all employees are continuously trained and fully understand all relevant procedures and standards of Foskor.

The Contractor will be utilising Foskor's Code Of Practice (COP's) and Standard Operating Procedures (SOP's), which will be provided to the successful tenderer on conclusion of the contract.

1.11. Tools and Equipment

The Contractor must ensure that they provide all the tools and equipment required to perform the job. The Contractor must ensure compliance with all SHEQ compliance requirements applicable to the required tools and equipment. These tools and equipment will be inspected accordingly by the responsible appointed engineer.

1.12. Material and Spares

The Contractor must ensure he provides all the material and spares required to perform the job. The Contractor must ensure compliance with all SHEQ compliance requirements applicable for the required materials and spares. The responsible person from Foskor will inspect all material and spares if and when required. Where chemicals are used, MSDS data sheets should be provided and listed.

1.13. Maintenance of Equipment

The Contractor shall adopt best practice methods, standards and techniques in undertaking all activities required for the work as set out in the contract.

The Contractor shall at all times keep and maintain each item of plant and equipment in proper and safe working order and condition and in good and substantial repair so that:

- a) Each item of plant and equipment at all times is capable of being operated to the full efficiency and capacity.
- b) The Contractor is able to meet its obligations under this contract, including its obligations to achieve and sustain monthly targets.
- c) Each item of the plant and equipment is kept in good working condition.

The Contractor is expected to submit his maintenance strategy to Foskor demonstrating equipment availability and utilisation factors.

2. SITE ESTABLISHMENT

The Contractor must establish a site office and/or maintenance facility located at an area designated by the Engineer and to the standards of Foskor.

2.2. Water

Foskor will not provide portable water. Water for the execution of the Services/Work will be available within two kilometres of the site. The Contractor shall at its own cost execute all necessary temporary plumbing work to connect into the existing water supply.

Foskor will not supply electricity for the Contractor's use while rendering the Services/Work.

The Contractor shall at its own cost arrange for all temporary artificial lighting and power connections for use while rendering the Services/Work and remove same on completion of the Services/Work at its own cost.

2.3. Accommodation

The Contractor shall provide accommodation for its employees at its own cost.

2.4. Temporary Latrines

The Contractor shall provide adequate ablution facilities to cater for its employees and also provide the ablution facilities in and around working area as per Foskor guideline/instruction.

2.5. Emergency Response and First Aid Facilities

The Contractor shall comply with the Foskor's requirements for an emergency response plan and first aid facilities. Refer to SHEQ Management Plan for requirements.

2.6. Site Dis-establishment

All structures, including fencing, erected by the Contractor as part of site establishment not forming part of services/work shall be removed by the Contractor at its own cost after completion or termination of the contract, unless otherwise agreed with Foskor.

The area demarcated for the workshops and mobile offices must be restored to the original profile. The Contractor must ensure that all waste, oil spills and spares are removed.

2.7. Access Requirements

The Contractor must ensure that the following is acquired prior to access to the site. These are mandatory:

- a) Foskor Medical Examination.
- b) Foskor Induction.
- c) Site Specific Induction.

2.8. Medicals and Induction

All Contractor employees who will be on the site for more than one day per week must undergo a medical examination. The medical examination shall be at the Foskor clinic. Medical certificates issued from the Foskor clinic are valid for a period of one year. Only certificates issued by the Foskor clinic are valid for this contract. A valid medical certificate is a prerequisite for attending the induction training.

2.9. Medical Costs

- a) Medical, Induction, Foskor ID Card, etc. is approximately R800 per Person. Exit medicals need to be done at termination of contract. Last invoice to be paid subject to submission of exit medical documentation to the clinic.
- b) Annual medical examination (after one year) and for exit medical examination – R400 per person.
- c) Contact numbers to arrange for medical examinations are: 015 789 2544.
- d) Note that arrangements need to be made well in advance and is a pre-requisite for induction training.

2.10. Safety Requirements

- 2.10.1. Before entering and operating a service vehicle (Own vehicle) on the Foskor site, the appointed service provider shall:

- a) Ensure that his driver/s are in possession of a valid national drivers licence for the specific class of vehicle, has been tested by the Foskor mobile equipment training centre and authorised by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.
- b) (Contact the Foskor mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations)

2.10.2. Before commencement of work:

- a) All tools and equipment shall have been inspected and tested to be in a good and safe working order.
- b) All workmen have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.

2.11. **LEGISLATIVE- AND REGULATORY REQUIREMENTS**

2.11.1 The successful or appointed service provider shall comply with:

- a) The Mines Health and Safety Act with Regulations (Latest revision)
- b) The National Road Traffic Act with Regulations (Latest revision)
- c) All applicable national and international legislative requirements and regulations.

2.11.2 The successful or appointed service provider shall comply with the latest revisions of all Foskor COP's and SOP's (Compendium of Procedures, Standard Operating Procedures) (COP's, policies and procedures are available on request) and

- a) Any other Foskor safety, health, quality and environmental policies and procedures deemed applicable by a Foskor representative.
- b) All other Foskor procedures and policies applicable to the successful application of this contract.

2.11.3 The successful or appointed service provider shall comply with all Foskor's Environmental Specifications, Policies and Procedure and also the national, provincial and local environmental legislation such as

- a) National Environmental Management Act 107 of 1998 (NEMA)
- b) National Environmental Management Waste Act 59 of 2008 (NEMWA) as amended.
- c) The successful service provider shall include in his/her SAFETY FILE, and comply with, the following documents:

- i. Environmental Aspect and Impact Register (Applicable to this contract).
- ii. Environmental Objectives and Targets (Applicable to this contract).
- iii. Waste Management Plan (Applicable to this contract).
- iv. FOSKOR Atmospheric Emissions License (Copy available on request)
- v. FOSKOR Waste Management Licence (Copy available on request)
- vi. FOSKOR Water Use Licence (Copy available on request).

2.11.4 The successful or appointed service provider shall comply with:

- a) The Mines Health and Safety Act with Regulations (Latest revision)
- b) The National Road Traffic Act with Regulations (Latest revision)
- c) National Water Act (No 36 of 1998)
- d) All applicable national and international legislative requirements and regulations.

2.12. **Injuries**

In the event of any of the Contractor's employees being injured while on duty on Foskor's premises, Foskor reserves the right to supply any medical attention that may be deemed necessary without prior consent of the Contractor.

2.13. **COVID 19 Management**

- a) All contractors to comply with the requirements of the Disaster Management Act , its related regulations and directives.
- b) All contractors to ensure compliance to Foskor Mandatory Code of Practice for Mitigation and Management of COVI-19 Outbreak - COP 8' related procedures, regulations, policies, instructions, internal communications and agreements.
- c) All contractors shall also develop their own COVID-19 Management process and ensure implementation and communication with their employees.
- d) COVID19 Screening will form part of medicals for all contractors visiting Foskor mine

2.14. **Safety Induction Training Cost**

There is no cost involved for induction training after passing medical examination, but a Foskor access card must be obtained by each individual at a cost of R100 per person for the full period:

- a) Contact 015 789 2593 to arrange for induction training.
- b) Induction training will take two working days.
- c) Site specific safety induction training will be done before the work commences. The duration of

this training is one shift.

2.15. Exit Medicals

The Contractor must ensure that all personnel undergo exit medicals at contract completion and as employees leave during the duration of the contract.

Foskor reserves the right to retain fifty per cent (50%) of the last invoice payable to the Contractor should all the Contractor's personnel not undergo exit medicals. Payment will only be affected once the Contractor has provided proof of exit medical attendance.

2.16. Supervision and Competency

2.16.1. Supervision

The Contractor shall appoint a competent person to oversee the operation, which will be responsible to ensure compliance with the terms of the contract by and on behalf of the Contractor. He/she will apply adequate supervision, liaise with the Foskor's Representative and must be available for liaison purposes at all reasonable times. This person will be appointed as a Subordinate Manager and must always be present on site.

2.16.2. Competency

The following competencies or qualifications for the various employees are as follows:

2.16.3. Site Manager to be qualified and competent: (MHSA 2.6.1 Appointment)

- a) At least five years of Open Pit Mining experience at Foreman level.
- b) Traceable References.

2.16.4. All Safety Officers must have completed COMSOC Level 1 and 2 or similar safety qualification. (MHSA 2.17.1 appointments).

2.16.5. All Supervisors must have the following: (MHSA 2.9.2 appointments).

- a) At least three years of Open Pit Mining Experience at Foreman level
- b) Ability to read and write English
- c) High wall hazard identification training

- 2.16.6. All Maintenance personnel, Artisans, must
- a) Be Competent.
 - b) Have passed a Recognised Trade Test.
- 2.16.7. All Operators must have:
- a) Ability to read and write English.
 - b) SETA accreditation for the applicable equipment that the operator will use.
- 2.16.8. All employees must have HIRA training.
- 2.16.9. All of the abovementioned training should have been obtained from an accredited body.
- 2.16.10. The Contractor should take note that the Foskor minimum employment criteria is Grade 12 with English and Maths or Science and should strive to align themselves accordingly if and when practicable.
- 2.16.11. The Contractor shall notify the Foskor Representative, 3.1(a) Appointee two weeks in advance if there are any supervisory personnel changes.
- 2.16.12. The Contractor must have:
- a) One Safety Officer per 150 employees, available on the site.
 - b) One Site Manager.
 - c) Maintenance Supervisor of minimum of three years' experience in maintenance of load and haul equipment.
 - d) Foreman/Supervisor per shift. Number will be decided mutually by Foskor and the Contractor for improved supervision and to achieve the zero-harm target of Foskor.

Contractor must enclose the proposed organogram with employee qualification and experience for this contract.

3. **RECORDS**

The Contractor shall maintain written records providing details of the following:

- a) Daily weather conditions including rainfall measurement and maximum and minimum temperatures.
- b) Daily resources allocated against work undertaken by the Contractor on a day work basis.
- c) Record of actual man-hours expended.
- d) Labour return.

Records prepared shall be presented to the Foskor Representative or Engineer on a weekly basis.

Section 5: Technical Evaluation For the Load & Haul

NB: This is not part of the Technical evaluation. However, bidders are required to provide a proposal on how they going to empower the local community. The proposed local community development plan caters to developing the local community and includes clear responsibilities;

- a. A detailed plan must be submitted indicating clear responsibilities and development.
- b. Timelines of initiating the roll-out of the proposed local community development plan
- c. The proposed local development plan is inclusive and covers some or all of the following areas:
 - Employment
 - Economical
 - Educational
 - Health
 - Environmental

Item no.	Criteria	Evaluation Criteria Points Allocation	Notes
Technical Criteria			
1.	Company – Provide 5-years of previous or relevant experience of the Contractor in Mining, Load & Haul Services.		Provide reference letters of projects, with values and duration
	Scoring		
	<1 year	25%	
	≥1 < 3 years	50%	
	≥3 < 5 years	75%	
	≥ 5 years	100%	
		10	

2	Company – Bidder should preferably have previous experience with volumes exceeding 10 million tonnes per annum and prior experience with open cast mining services: Scoring <1 million tonnes 0% ≥1 million < 5million tonnes 50% ≥5 million < 10 million tonnes 75% ≥10million tonnes 100%	10	Bidder must provide reference letters in client's letterhead showing the volumes of tonnages mined or similar experience
3	Team - Capability to provide qualified Site Manager & Mine Surveyor familiar with the mining environment Scoring: No CVs submitted 0% Both CVs submitted 100%	10	Bidders must submit CVs Site Manager with open cast mining experience, 5 year exp. Open-cast blasting. Mine Surveyor; - Minimum 5 years of experience. - Surveyor Mining Cert.
4	Contractor Site Equipment List (Project Specific) Scoring; - Bidders owns all (100%) of minimum required equipment = 100% - Bidder will lease some of the minimum required equipment = 50% - Bidder provides no indication on the equipment to be provided = 0%	25	Minimum requirement. - Mechanical Excavator ≥ 140ton X 3 - Dump Truck (CAT 777D or similar) X 15 - Track Dozer (CAT D10 or similar) - X 3 - Diesel Bowser (min 18000L) X 1 - Water Bowser (min. 27000L) X 2 - Motor Grader (CAT 140k or similar) X 3 Bidder to provide proof of ownership of the equipment or proof of a credit facility or written undertaking from a rental agency that will lease the equipment to the bidder for a period of 5 years. Proof of ownership required in the form of vehicle license registration to be submitted. Proof of credit / lease facility in the form of confirmation letter from the equipment owner to be submitted for verification purposes.

4	Age of Tenderer's Equipment Scoring: Age of Equipment ≥ 3 Years 0% ≥ 2 Years < 3 Years 50% < 2 Years 100%	25	Bidder must provide proof of when the equipment was purchased.
5	The bidder must provide the Maintenance plan in place in order to effectively Maintain the Equipment and minimise the impact and risk to the Company in the event of machinery/equipment breakdown: Scoring: No Maintenance Plan submitted 0% Adequate maintenance Plan submitted, covering basic equipment preventative and remedial maintenance activities = 50% Comprehensive Maintenance Plan submitted covering, equipment specific preventative and remedial maintenance activities, equipment replacement turnaround times . 100%	10	Bidder must provide the maintenance Plan in place in order to effectively Maintain the Equipment and minimise the impact and risk of equipment breakdown on site.
6	Minimum Safety & Compliance Training Scoring: No Comply 0% Comply 100%	10	Provide proof of team compliance or plan.
	Minimum points	70	
	Total Points	100	

Section 6: Pricing Schedule

LOAD AND HAUL CONTRACT SHECDULE OF RATES (5-Years)				
Item	Unit of Measure	Quantities (5 Years)	Unit Rand/Tonne	Value
Load & Haul Ore				
Transport of Ore to Crusher - Bench 10 (1 882m)	R/ton	682 483		
Transport of Ore to Crusher - Bench 11 (2 075m)	R/ton	3 868 680		
Transport of Ore to Crusher - Bench 12 (2 051m)	R/ton	4 145 310		
Transport of Ore to Crusher - Bench 13 (2 24 m)	R/ton	4 234 182		
Transport of Ore to Crusher - Bench 14 (2 397 m)	R/ton	4 190 476		
Transport of Ore to Crusher - Bench 19 (3 504m)	R/ton	3 932 487		
Transport of Ore to Crusher - Bench 20 (3 665)	R/ton	5 560 715		
Transport of Ore to Crusher - Bench 21 (3 807m)	R/ton	4 680 265		
Transport of Ore to Crusher - Bench 22 (3 890 m)	R/ton	3 724 971		
Transport of Ore from Bypass to Crusher @ 15% of Ore Tons	R/ton	3 501 957		
Total Load & Haul Ore				R0
Load & Haul Waste				
Transport from Pit to Dump - Bench 10 (3 204m)	R/ton	1 367 342		
Transport from Pit to Dump - Bench 11 (4 197)	R/ton	2 082 292		
Transport from Pit to Dump - Bench 12 4 713m)	R/ton	2 231 187		
Transport from Pit to Dump - Bench 13 (4 886 m)	R/ton	2 279 022		
Transport from Pit to Dump - Bench 14 (5 059 m)	R/ton	2 255 497		
Transport from Pit to Dump - Bench 19 (3 997m)	R/ton	2 116 636		
Transport from Pit to Dump - Bench 20 (4 8989m)	R/ton	2 993 019		
Transport from Pit to Dump - Bench 21 (5 580m)	R/ton	2 519 123		
Transport from Pit to Dump - Bench 22 (5 753 m)	R/ton	2 004 942		
Total Load & Haul Waste				R0
Total Load & Haul Ore and Waste excl. Rehandle		54 868 629		R0
Mechanical Rockbreaking	Rate Only			
Site Establishment				
Fixed Monthly P & G	Monthly			

The Establishment and Transportation of Vendor's Plant & Equipment	Once Off			
Site De-Establishment				
Demolition of Vendor's Plant & Equipment	Once Off			
Removal of Vendor's Plant & Equipment off site	Once Off			

Total Load & Haul Ore and Waste (Incl. Establishment Costs and Rockbreaker Costs	R0
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Mining Cost (excl. Diesel)	R/t	R0,00
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NB: The above pricing schedule is inclusive of all the activities associated with this scope of work e.g dewatering, haul roads, ramps and dump maintenance.

NB: Penalties/Rewards for not achieving/achieving contractual production volumes will be discussed on awarding of contract negotiation stage.

NB: Production Delays caused by Foskor e.g. Blast Delays.

SCHEDULE OF RATES

1.1. The Schedule of Rates shall be:

1.1.1. Rates to be Fixed and firm for a period of 12 months;

1.1.2. Exclusive of VAT which will be applied at 15% or as prescribed by regulation;

1.1.3. All-inclusive and no exclusions shall apply; and

1.2. An escalation to the Schedule of Rates may only be requested once per annum, beginning from the first annual anniversary of the Agreement.

1.3. The following escalation formula will apply to determine the value of escalation:

$$\% \text{ increase/decrease} = (1 - x) \left[\frac{a \text{ Lt}}{Lo} + \frac{b \text{ Pt}}{Po} + \frac{c \text{ Mt}}{Mo} - 1 \right]$$