

**REQUEST FOR PROPOSAL (RFP) [SERVICES] ADDENDUM 3b.**  
**REGISTRATION NUMBER: 1944/018018/30**

<b>DESCRIPTION</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONSITE COAL SAMPLING AND ANALYTICAL SERVICES FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD (“AEMFC”) AT VLAKFONTEIN MINE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>
<b>BID NUMBER:</b>	<b>AE/VALK020/2023</b>
<b>BID ISSUE DATE</b>	<b>23 February 2024</b>
<b>BID AVAILABLE</b>	This RFP may be downloaded directly from the National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> , and African Exploration Mining and Finance Corporation at <a href="http://www.aemfc.co.za">www.aemfc.co.za</a> . Free of charge.
<b>BRIEFING SESSION DATE AND TIME</b>	A <b>compulsory</b> 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 <b>06 March 2024</b> at <b>10:00</b> for a period of <b>± 2 hours</b> . The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. [ <b>Bidders are to bring with them their own Personal Protective Equipment (PPE) at the compulsory briefing</b> ].  All interested bidders must register their interests by completing the “ <b>Registration of Prospective Bidders Form</b> ” attached to the advertisement under <b>Section 11 page 53 of 54</b> and return it to <a href="mailto:tender@aemfc.co.za">tender@aemfc.co.za</a> . “ <b>Registration of Prospective Bidders Form for the briefing session attendance by 05 March 2024</b> ”. This is to ensure that AEMFC may make the necessary arrangements for the virtual briefing session. <b>Note: The onus is upon the bidders to ensure attendance.</b>
<b>CLOSING DATE</b>	<b>19 March 2024</b>
<b>CLOSING TIME</b>	<b>12:00 PM</b> 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.
<b>CLARIFICATION ON ENQUIRY DOCUMENTS</b>	Bidders will notify of any clarifications required before the closing time for clarification queries, which is by <b>12:00</b> mid-day on <b>13 March 2024</b> Clarifications are to be submitted to <a href="mailto:tender@aemfc.co.za">tender@aemfc.co.za</a>
<b>BID VALIDITY PERIOD:</b>	<b>120 days from closing.</b> 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.
<b>DELIVERY INSTRUCTIONS BY HAND</b>	<b>Bid documents should be deposited in the Bid Box situated at:</b> African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1 <sup>st</sup> Floor 74 Waterfall Drive Waterfall City Gauteng, 2090 Access to the Bid Box is limited to the following hours: <b>Monday to Friday: 08:00 to 17:00</b> 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. <b>All Tenders/Bids must be submitted on the official forms provided by – (not to be modified)</b>
<b>DELIVERY INSTRUCTIONS BY COURIER</b>	If dispatched by courier, the envelope must be addressed as follows: <b>The Compliance Secretariat, Bid AE/VLAK020/2023.</b> and a signature obtained from that Office. African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1 <sup>st</sup> Floor 74 Waterfall Drive Waterfall City, Gauteng, 2090

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**RFP ANNEXURES:**

**ANNEXURE A:** Vlakfontein Auto Sampler Location

**ANNEXURE B:** Pre-Start Checklists

**ANNEXURE C:** Summary (BOQ) Onsite Lab V

**ANNEXURE C1:** Preliminary & General

**ANNEXURE C2:** Sampling

**ANNEXURE C3:** Ad Hoc Sampling

**ANNEXURE D:** Sampling Locations

**ANNEXURE E:** Briefing Session Q and A - On site Lab V2

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**SECTION 1: SBD 1 FORM**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD</b>							
BID NUMBER:	<b>AE/VLAK020/2023</b>	ISSUE DATE:	<b>23 February 2024</b>	CLOSING DATE:	<b>19 March 2024</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONSITE COAL SAMPLING AND ANALYTICAL SERVICES FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD (“AEMFC”) AT VLAKFONTEIN MINE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>BID RESPONDENTS DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b> African Exploration Mining and Finance Corporation (SOC) Ltd Building 1, 1 <sup>st</sup> Floor 74 Waterfall Drive Waterfall City Gauteng 2090							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>Bulelwa Sogwazile</b>			CONTACT PERSON	<b>Bulelwa Sogwazile</b>		
TELEPHONE NUMBER	<b>010 010 6100</b>			TELEPHONE NUMBER	<b>010 010 6100</b>		
FACSIMILE NUMBER	<b>N/A</b>			FACSIMILE NUMBER	<b>N/A</b>		
E-MAIL ADDRESS	<b>bulelwas@aemfc.co.za</b>			E-MAIL ADDRESS	<b>Tender@aemfc.co.za</b>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
<b>SUPPLIER COMPLIANCE STATUS</b>							
TAX COMPLIANCE SYSTEM PIN:							
CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		<input type="checkbox"/> No				
B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		<input type="checkbox"/> No				

Respondent's Signature

Date &amp; Company Stamp

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**[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]**

<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

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- 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:.....

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## **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 13 March 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](mailto: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

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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.
- 3.3. Respondents are to note that should the internal evaluation process not be finalised within the validity period of **120 days**, the validity period of extension will be published on the National Treasury's e-Tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za), and African Exploration Mining and Finance Corporation at [www.aemfc.co.za](http://www.aemfc.co.za).

### 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



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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;

**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.** not accept any changes or purported changes by the Respondent to the bid rates after the closing

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date and/or after award of the business, unless the contract specifically provided for;

9.1.11. 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 the outcome of the bid process 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.

9.1.12. request audited financial statements or other documentation for the purposes of a due diligence exercise.

**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](http://www.csd.gov.za).

11.3. Bidders must submit proof of registration on the National Treasury’s Central Supplier Database (CSD).

**Note: For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

## 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”):

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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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](mailto: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 0800 333 118 to report Corruption

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### **SECTION 3: BACKGROUND OVERVIEW AND SCOPE OF WORK (SOW) SPECIFICATION**

#### **14. INTRODUCTION**

African Exploration Mining and Finance Corporation (SOC) Ltd ("AEMFC") is a state-owned Mining Company established to secure South Africa's energy supply primarily through the mining and supply of coal for the generation of electricity, as well as securing other resources that will provide energy for the future, including key minerals for beneficiation in the energy and steel value chain. Coal sampling analysis assist in meeting predetermined product quality specifications. AEMFC is currently operating an opencast coal mine (Vlakfontein Mine- Coordinates: **Latitude 26° 0'42.15"S, Longitude 28°57'47.72"E**) established in 2011 which is located near Ogies in Mpumalanga Province with its Head Office at Waterfall City in Johannesburg.

#### **15. BACKGROUND SCOPE OF WORK (SOW) SPECIFICATION**

- 15.1.** African Exploration Mining and Finance Corporation (AEMFC) SOC Ltd: Vlakfontein Mine intends to appoint an eligible Coal Analytical Laboratory (Service Provider) to provide onsite coal sampling and analytical services at its Vlakfontein operation Mine, coal sample analyses are to be undertaken as per the mining standard operating procedure (SOP) and Eskom Coal Quality Management Procedure.

All coal analytical services are to be undertaken at Vlakfontein Mine's existing Internal Laboratory premises, of which the bidder will provide, operate, and maintain the equipment as well as the laboratory.

**Bidders must own an accredited commercial laboratory within 100-kilometre radius of Vlakfontein Mine. (Vlakfontein Mine-Coordinates: Latitude 26° 0'42.15"S, Longitude 28°57'47.72"E).**

- 15.2. Thus, Respondent/s are hereby requested to provide a detailed (all inclusive) proposal to conduct laboratory coal analyses based on the Scope of work (SOW) detailed below.**

#### **15.3. OVERVIEW**

AEMFC is seeking a partner(s) to provide solutions for its on-site coal analysis laboratory services as well as ad-hoc coal sample analysis as per the prescription of the Vlakfontein Mine SOP and Eskom's Coal Quality Management Procedure (CQMP) for a period of thirty-six (36) months.

**Bidders must provide proof of address for their own commercial laboratory within 100-kilometre radius of the Vlakfontein Mine (Mpumalanga Province) (i.e. electricity bill, water usage, account statements etc.) this is to confirm that the location of the proposed laboratory is within 100 km's from Vlakfontein Mine and that the bidder has their own SANAS Accredited Commercial Laboratory.**

**Bidders to provide valid SANAS Accredited ISO17025 Certificate for the bidders Commercial Lab.**

**N.B: A bidder that fails to meet the pre-qualifying criteria (Mandatory returnable document) stipulated above, will not be considered further.**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

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The selected Supplier/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. 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:

- 15.3.1. AEMFC must receive the reduced cost of acquisition and improved service benefits resulting from the [Service Provider(s)] economies of scale and streamed service process.
- 15.3.2. AEMFC must achieve appropriate availability that meets user needs while reducing costs for both AEMFC and the chosen [Service Provider(s)].
- 15.3.3. AEMFC must receive proactive improvements from the [Supplier/ Service Provider(s)] with respect to the supply/ provision of [Services].
- 15.3.4. AEMFC end-users must be able to rely on the chosen [Service Provider(s)] personnel for service enquiries, recommended, and substitutions.
- 15.3.5. AEMFC must reduce costs by streamlining its acquisition of [Services].

#### 15.4. SCOPE OF WORK (SOW) / SPECIFICATION

- 15.4.1. To ensure that the Eskom specified product coal qualities are achieved at all times, the service Provider will analyse samples taken from different points in the value chain. **The Service provider is required to have their own site appropriate transport (See Annexure B: Pre-Start Checklists). The service provider will be required to collect samples from different points in the value chain (see Annexure D: Sampling Locations and distances taken at different points in the Value Chain).**
- 15.4.2. **The samples to be collected and analysed includes but is not limited to the following:**
  - 15.4.2.1. **Hourly samples collected by service provider from a designated mechanical auto sampler which is located on the main conveyor belt at AEMFC plant (Shown in Annexure A) in the presence of an AEMFC representative.**
  - 15.4.2.2. **Samples collected from the mining face(s) (See Annexure D).**
  - 15.4.2.3. **Samples collected from various stockpiles. (See Annexure D).**
  - 15.4.2.4. **Any other ad-hoc coal samples (See Annexure D).**

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**15.4.3. Hourly Sample Test Analyses will include the following:**

- 15.4.3.1. Inherent Moisture (IM)**
- 15.4.3.2. Ash Content (AS)**
- 15.4.3.3. Calorific Value (CV)**
- 15.4.3.4. Volatile Matter (VM)**
- 15.4.3.5. Total Sulphur**
- 15.4.3.6. TS Sizing fractional (+60.0, +50.0, +40.0, +25.0, +12.5, +6.3, +3.0, +1.0, -1.0) in millimetre (mm).**
- 15.4.3.7. Total Moisture (TM) (Hourly Composite Samples to be taken as and when required)**

**15.4.4. Test Specimen Preparation as per below**

- 15.4.4.1. Hourly sample composite preparation after crushing approximately 2500 tons.**
- 15.4.4.2. Hourly sample composite preparation after closing of a stockpile.**

**15.4.5. Daily analyses of ROM (Run-of -Mine) samples will include the following:**

- 15.4.5.1. Total Moisture (TM)**
- 15.4.5.2. Inherent Moisture (IM)**
- 15.4.5.3. Ash Content (AS)**
- 15.4.5.4. Calorific Value (CV)**
- 15.4.5.5. Volatile Matter (VM)**
- 15.4.5.6. Total Sulphur (TS)**

**15.4.6. Additional Sample Analyses will include the following:**

- 15.4.6.1. ROM stockpile sampling**
- 15.4.6.2. Coal Face sampling**

**15.4.7. Ad hoc Sample Analyses will include the following:**

- 15.4.7.1. Hard Grove Index (HGI)**
- 15.4.7.2. Abrasive Index samples (AI)**
- 15.4.7.3. Ash Fusion Temperature (AFT)**
- 15.4.7.4. Washability samples (1.35 – 1.90 density increment of 0.05)**
- 15.4.7.5. RD (Relative Density) Determination**
- 15.4.7.6. Total Moisture (TM)**

**15.4.8. Test Reports**

- 15.4.8.1. The service provider to furnish a written report within fifteen (15) minutes after each hourly coal analyses completion (not applicable for TM)**
- 15.4.8.2. The reports should be printed and kept on record.**

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- 15.4.8.3.** The table below illustrates the standards that must be conformed to, it is therefore important for the Respondents to take note of **Table 1** below and ensure that what they are quoting for will conform to these standards.

Heat Value (Gross Calorific Value)	SABS-ISO 1928 DDS Standard Operating Procedure
Ash	ISO 1171, SANS 131
Volatile Matter	ISO 562, SANS 50, SANS ISO 562
Ash Fusion Temperature (Initial Deformation)	ISO 540 (Reducing Atmosphere)
Total Moisture	ISO 589, SANS 589, SABS 0135 part 2 (one or two step)
Moisture in the Analysis Sample	ISO 331, SABS-ISO11722
Hardgrove Grindability Index	ISO 5074
Abrasiveness Index	Eskom/Mining Industry Methodology and Addendum 4.3
Bulk Density	ISO 567
Size Determination (dry method)	ISO 1953
Total Sulphur	ASTM D4239

**Table 1: Standard Methods for Analyses**

- 15.4.9.** The service provider to conduct regular audits to ensure compliance with all related ISO standards.
- 15.4.10.** The laboratory services should be available 24 hours a day, 7 days a week.
- 15.4.11.** The service provider is required to provide, operate, and maintain the equipment as well as the laboratory which is located at the Vlakfontein Mine Laboratory premises for a period of thirty-six (36) months.
- 15.4.12.** Equipment supplied by the service provider should be integrated with Laboratory Information Management System (LIMS) software that allows the service provider to effectively manage samples and associated data.
- 15.4.13.** The service provider must install, commission, maintain, and ensure that the LIMS software is running and licenced.
- 15.4.14.** The service provider laboratory services should automate workflows, integrate instruments, and manage samples and associated information.
- 15.4.15.** The objective of the end status is summarized as follows:
- 15.4.15.1.** Aid AEMFC to consistently meet the pre-determined coal quality specifications.
- 15.4.15.2.** Improve quality control process management through the reports from the laboratory services.
- 15.4.15.3.** Aid AEMFC in complying with requirements of the Coal Quality Management Procedure.
- 15.4.16.** Service Provider to include detailed equipment specification manuals.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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## **15.5. COAL ANALYSIS ACTIVITIES**

**15.5.1.** The following activities should be considered:

- 15.5.1.1.** Site Establishment.
- 15.5.1.2.** Provide ablution facilities and any additional office space.
- 15.5.1.3.** Construct own laydown area and maintenance thereof if required.
- 15.5.1.4.** Provide laboratory sample capacity to meet sampling capacity requirements.
- 15.5.1.5.** Provide Laboratory Information Management System (LIMS)
- 15.5.1.6.** Ensure Compliance with Mine Health and Safety Act and other relevant Legislation.
- 15.5.1.7.** Ensure that coal analysis activities is conducted in line with the provisions of the Mineral and Petroleum Resources Development Act (MPRDA).
- 15.5.1.8.** Ensure that coal analysis activities is conducted in line with the provisions of ISO standards and SANAS.
- 15.5.1.9.** Have people with the relevant qualification and experience for coal **sample collection** and analysis.
- 15.5.1.10.** All vehicles that are used at the mine must be fitted with Proximity Detection Devices (PDS) AEMFC will provide;
- 15.5.1.11.** The Mine will provide two-way radio system.
- 15.5.1.12.** The Service provider to supply their own diesel for any diesel operated equipment.
- 15.5.1.13.** The Service Provider is expected to conduct the coal sample collection and analysis service activities in a safe manner while at the same time achieving coal sampling analysis requirements.
- 15.5.1.14.** All coal analysis activities and the costs thereof will be managed on a daily basis by the Service Provider and accountable to AEMFC representative Manager.

## **15.6. SERVICE PROVIDERS RESPONSIBILITY**

- 15.6.1.** Adherence to traffic management as per mine approved traffic management rules and procedures.
- 15.6.2.** Responsible for erection and maintenance of relevant signs in and around the laboratory premises.
- 15.6.3.** General maintenance of the laboratory environment control equipment (e.g air conditioners, extractive fans etc) to ensure compliance with relevant ISO and SANAS standards.
- 15.6.4.** Working areas must be maintained to acceptable conditions.
- 15.6.5.** Maintenance and inspection of working area in accordance with the related SOP and COP (Code of Practice) will form part of the Service Provider's Day to day activities.

## **15.7. HOURS OF WORK**

- 15.7.1.** The Service Provider will be expected to render the Services 24 hours per day, as per the AEMFC Mine Calendar and schedule;
- 15.7.2.** The operation from Monday to Sunday;



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

#### **15.8. AD-HOC WORKS**

**15.8.1.** 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:

- 15.8.1.1.** The Change Management Process must be followed;
- 15.8.1.2.** The work instruction must be signed off prior to the start of the work;
- 15.8.1.3.** The rates as per day work schedule must be applied;
- 15.8.1.4.** There must be a purchase order number. Payment will NOT be approved if the above is not complied with;
- 15.8.1.5.** 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;
- 15.8.1.6.** The Service Provider will be responsible for measuring ad hoc work executed in an approved manner by the mine; and
- 15.8.1.7.** 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.

#### **15.9. TOOLS AND EQUIPMENT**

- 15.9.1.** The Service Provider must ensure that they provide all applicable tools and equipment required to perform the job;
- 15.9.2.** The Service Provider must ensure compliance with all HSE (Health Safety Environment) requirements applicable to tools and equipment;
- 15.9.3.** 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;
- 15.9.4.** 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;
- 15.9.5.** 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;
- 15.9.6.** 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;

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- 15.9.7.** All equipment, including vehicles and machinery used by the Service Provider in the execution of its obligation in terms of the coal sample analysis 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;
- 15.9.8.** 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;
- 15.9.9.** In the case that a piece of equipment is standing an immediate alternative solution should be provided by the service provider, a replacement should be made available by the Service Provider immediately. If the Service Provider cannot replace an equipment, AEMFC will implement penalties.
- 15.9.10.** 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.
- 15.9.11.** 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.
- 15.9.12.** 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 the required information on **Table 2** below.

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 2: List of all Equipment**

- 15.9.13.** All applicable supporting equipment delivered on site must be in a good working condition; the mine engineer reserves the right to reject equipment that is not compliant.
- 15.9.14.** The service provider must ensure the necessary technical support regarding equipment maintenance/breakdowns.

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#### **15.10. SERVICE PROVIDERS MACHINERY**

- 15.10.1.** The Service Provider will comply with the ISO standards for equipment deployed on site.
- 15.10.2.** 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.
- 15.10.3.** 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.
- 15.10.4.** These SOP needs to be approved by the responsible mine official.
- 15.10.5.** 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.
- 15.10.6.** The Service Provider sampling 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.
- 15.10.7.** The coal sampling analysis plan compliance will be included in the monthly Service Level Agreement (SLA) meeting to monitor compliance with the mines plan.

#### **15.11. 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.

#### **15.12. PERSONNEL REQUIRED**

- 15.12.1.** One Supervisor (2.9.2)
- 15.12.2.** Minimum of one (1) analyst per shift
- 15.12.3.** Minimum of three (3) samplers per shift
- 15.12.4.** Any person required by the bidder for effective discharge of the contract objectives (e.g. Plant attendants and administrator etc.)

#### **15.13. RISK ASSESSMENT, STANDARD AND OPERATING PROCEDURES**

- 15.13.1.** 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.
- 15.13.2.** An Issue baseline risk assessment will be submitted by the Service Provider covering the type of activities performed on-site.

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- 15.13.3.** 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.
- 15.13.4.** 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.
- 15.13.5.** Safety files and documentation
- 15.13.6.** Weekly / Monthly safety meetings
- 15.13.7.** Health Safety and Environment (HSE) requirements (medicals, induction, training, and machine operator licencing)
- 15.13.8.** Vehicles to company & mining specifications
- 15.13.9.** Service Provider Light Delivery Vehicles (LDV) must be according to the mine standard.
- 15.13.10.** Service Provider machines should be compliant to minimum mine standard. (See Annexure B “Pre-Start Checklists”)
- 15.13.11.** 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
- 15.13.12.** 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.

#### **15.14. SERVICE PROVIDER MAINTENANCE REQUIREMENTS**

- 15.14.1.** The successful Service Provider should provide its own maintenance team and equipment to maintain the laboratory equipment.
- 15.14.2.** Service Provider equipment onboarding to be approved by the Mine Engineer.
- 15.14.3.** On boarding required:
  - 15.14.3.1.** Original Equipment Manufacturer (OEM) recommended maintenance strategy
  - 15.14.3.2.** Maintenance Manual.
  - 15.14.3.3.** Parts Manual.
  - 15.14.3.4.** Operators Manual.
  - 15.14.3.5.** OEM machine brakes specifications and OEM brake test certificates or SIMRET brake test certificates conducted where required.
  - 15.14.3.6.** OEM machine/laboratory equipment risk assessment.
  - 15.14.3.7.** Weekly maintenance schedule.
  - 15.14.3.8.** Pre-checklist capturing and daily defect report.
  - 15.14.3.9.** Any other relevant documentation as required by the mine onboarding standard operating procedure and readily available for inspection.

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#### **15.15. SERVICE PROVIDER MAINTENANCE AND MAJOR REPAIRS**

- 15.15.1.** The Service Provider will adopt with the mine maintenance strategy in terms of maintenance where they have the same equipment deployed on site.
- 15.15.2.** The Service Provider maintenance supervisor will daily report to the mine engineer to discuss planned work and make adequate supervision for the tasks.
- 15.15.3.** 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.
- 15.15.4.** 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.
- 15.15.5.** Should the Service Provider require clarification regarding the definition of minor and major repairs, the responsible engineer should be consulted:
  - 15.15.5.1.** 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.
  - 15.15.5.2.** The Service Provider must ensure that the plant equipment is well maintained.
  - 15.15.5.3.** Proof of competency to be kept with training records and in the Service Provider’s pack.

#### **15.16. SERVICE PROVIDER MEDICAL**

- 15.16.1.** 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.
- 15.16.2.** The medical examination shall be conducted at Clinic Plus in Witbank.
- 15.16.3.** Medical certificates issued from the recognised mine clinic will be valid on the mine for a period of one year.
- 15.16.4.** All employees with comorbidity need to be screened by the mine clinic monthly.
- 15.16.5.** Only certificates issued by the recognised mine clinic will be accepted.
- 15.16.6.** A valid medical certificate, issued by the recognised mine clinic, is a prerequisite for attending the induction training.
- 15.16.7.** 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.

#### **15.17. SERVICE PROVIDER TRAINING**

- 15.17.1.** Service Provider labour training requirements
  - 15.17.1.1.** 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.

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- 15.17.1.2. Relevant personnel, production and maintenance to provide proof of OEM training.
- 15.17.1.3. Personnel trained and licensed to operate equipment safely.
- 15.17.1.4. Personnel trained to maintain equipment safely.
- 15.17.1.5. Proof of competency to be kept with training records.
- 15.17.1.6. Maintenance and repairs will be scheduled, conducted by qualified Artisans or Technicians.
- 15.17.1.7. 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.

#### **15.18. SERVICE PROVIDER SECURITY REQUIREMENTS**

**15.18.1.** The Service Provider will be required to comply with requirement of the mine security management procedures.

- 15.18.1.1. 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.
- 15.18.1.2. 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.
- 15.18.1.3. 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.
- 15.18.1.4. All equipment, materials, supplies and tools leaving the mine shall be accompanied by a waybill.
- 15.18.1.5. The Service Provider will be responsible for security infrastructure at the Service Provider site as per the mine standard.
- 15.18.1.6. Lockable Battery and Diesel theft prevention systems must be installed on all equipment.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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## **15.19. SERVICES AND INFRASTRUCTURE TO BE PROVIDED BY THE SERVICE PROVIDER**

### **15.19.1. Service Provider Portable Water**

**15.19.1.1.** The Service Provider shall make arrangements concerning the supply of portable 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.

### **15.19.2. Electrical Power to Service Provider Site**

**15.19.2.1.** The Mine shall provide electricity to the Service Providers infrastructure

**15.19.2.2.** 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.

**15.19.2.3.** 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)

**15.19.2.4.** 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.

**15.19.2.5.** Maintenance and repairs will be scheduled, conducted by qualified artisans and included in the maintenance task list.

### **15.19.3. Service Provider Site Waste Disposal**

**15.19.3.1.** 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.

**15.19.3.2.** All waste will be removed from the Service Providers site by the Service Provider.

### **15.19.4. Service Provider Maintenance Work Areas**

**15.19.4.1.** 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:

**15.19.4.2.** 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.

**15.19.4.3.** For the last option drainage, maintenance, and environmental contamination need to be considered and costed.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

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**15.19.5. Change House Facilities**

**15.19.5.1.** 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.

**15.19.6. Service Provider's Mobile Offices**

**15.19.6.1.** For the duration of this contract, AEMFC will provide adequate mobile offices on site, however the service provider will be required to maintain the offices. If any additional infrastructure is required, the service provider shall provide.

**15.19.6.2.** 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.

**15.19.6.3.** Maintenance and repairs will be scheduled, conducted by qualified artisans and included in the maintenance Critical Task List (CTL).

**15.19.7. Service Provider Site Transport**

**15.19.7.1.** 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.

**15.19.7.2.** 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.

**15.19.8. Service Provider On Site Compressed Air**

**15.19.8.1.** 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.

**15.19.8.2.** Maintenance and repairs will be scheduled, and conducted by qualified artisans, pressure test done by an accredited vendor and included in the maintenance CTL.

**15.20. Key Performance**

**15.20.1.** This contract will be subject to monthly measurement against Key Performance Indicators (KPI's) that will be formulated, discussed and agreed by all parties.

**15.21. Service Provider To Use Local Labour**

**15.21.1.** 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.



**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**15.21.2.** 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.

**15.21.3.** Any activities and operations identified will be carried out to the required mine standards and procedures.

## **15.22. FINANCIALS**

**15.22.1.** The Service Provider will supply the Client with 3 years Audited financial statements;

**15.22.2.** 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

**15.22.3.** The Service Provider will give a complete cost breakdown and will clearly indicate fixed costs and variable;

**15.22.4.** 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;

**15.22.5.** The Service Provider will provide the full service as per the tender document;

**15.22.6.** The contract will be reviewed annually on the anniversary date for escalation. The proposed escalation must be submitted to AEMFC 60 days prior to the anniversary date for consideration. The request must be fully justified and will use recognised rates such as Producer Price Index (PPI), Seifsa, and Consumer Price Index (CPI) and will be attached to the request when submitted;

**15.22.7.** 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;

**15.22.8.** Contract Price – The contract price will be rate based on the schedule of rates; and

**15.22.9.** Price Breakdown must be provided by the Service Provider on volume moved.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

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

- 16.1. Own (Service Provider's) resources relating to the project activities;
- 16.2. Communication, travelling & accommodation;
- 16.3. Contractors pack (Safety File);
- 16.4. Personal Protective Equipment (PPE)
- 16.5. Bidder must comply with the Mine Safety Rules and Regulations
- 16.6. Any other materially related services.

**17. SERVICES, FACILITIES, AND INFORMATION TO BE SUPPLIED BY AEMFC**

- 17.1. Access to all relevant historical information;
- 17.2. General Manager;
- 17.3. Mine Manager;
- 17.4. Mine Engineer;
- 17.5. SHEQ Manager;
- 17.6. Environmental Officer;
- 17.7. Appointed AEMFC representative to oversee all laboratory activities and to whom the service provider's supervisor will report to.
- 17.8. Mine will provide Security for access points, (N.B) this will be the Service Provider's responsibility to secure their own assets.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**SECTION 4: PRICING SCHEDULE / BILL OF QUANTITY (BOQ) ONSITE LAB SERVICES**

**18. BOQ ONSITE LAB SERVICES**

**18.1.** The BOQ is attached as **Annexure C**,

**18.2.** Respondents are required to complete the worksheets **Annexure C1, Annexure C2, Annexure C3**, and including **Annexure C** summary, and submit same with their response including the Excel worksheets.

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

**Returnable document**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

**ANNEXURE C1: PRELIMINARY & GENERAL**

<b>BIDDER COMPANY NAME:</b>					
<b>BILL OF QUANTITIES</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>PRICE (EXCL VAT)</b>
<b>ONCE-OFF COSTS</b>					
<b>SITE ESTABLISHMENT</b>					
<b>1</b>	Induction & Medicals	sum	1	R	R
<b>2</b>	Transport of machinery	sum	1	R	R
<b>3</b>	De-Establishment (at end of contract)	sum	1	R	R
<b>Section Total</b>					R

<b>BILL OF QUANTITIES</b>						<b>36 MONTHS</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>MONTHLY RATE</b>	<b>PRICE EXCL VAT</b>		
<b>TIME RELATED COSTS (monthly)</b>							
<b>4</b>	Plant and Equipment	sum	1	R	R		
<b>5</b>	Consumables	sum	1	R	R		
<b>6</b>	LDV	each	1	R	R		
<b>7</b>	Site Facilities & Running	sum	1	R	R		
<b>8</b>	Other(s) (Please specify)	sum	1	R	R		
				R	R		
				R	R		
				R	R		
<b>Section Total</b>							
<b>CARRIED TO SUMMARY</b>						R	-

Respondent's Signature

Date &amp; Company Stamp

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

**ANNEXURE C2: SAMPLING**

<b>BIDDER COMPANY NAME:</b>					
	<b>DESCRIPTION</b>	<b>BILL OF QUANTITIES</b>			<b>36 MONTHS</b>
<b>ITEM</b>	<b>SAMPLING</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>MONTHLY RATE</b>	<b>PRICE (EXCL VAT)</b>
<b>9</b>	Sample Analysis (IM, ASH, CV, VM, FC, TS, Size)	sum	36	R	R
<b>Section Total</b>					R
<b>CARRIED TO SUMMARY</b>					R

**ANNEXURE C3: AD HOC SAMPLING**

<b>BIDDER COMPANY NAME:</b>					
	<b>DESCRIPTION</b>	<b>BILL OF QUANTITIES</b>			
<b>ITEM</b>	<b>ADHOC SAMPLING</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>PRICE (EXCL VAT)</b>
<b>10</b>	Total Moisture Sample Analysis	each	1095	R	R
<b>11</b>	Hard Grove Index (HGI) at affiliated laboratory	each	15	R	R
<b>12</b>	Abrasive Index (AI) at affiliated laboratory	each	15	R	R
<b>13</b>	Ash Fusion Temperature (AFT) at affiliated laboratory	each	15	R	R
<b>14</b>	Washability analysis (1.35 - 1.9 density increments of 0.05) at the affiliated laboratory	each	3	R	R
<b>15</b>	RD Determination	each	3	R	R
<b>Section Total</b>					R
<b>CARRIED TO SUMMARY</b>					R

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

**ANNEXURE C: SUMMARY**

<b>BIDDING COMPANY NAME</b>			
<b>BILL OF QUANTITIES</b>			
<b>ITEM NO.</b>	<b>SECTION</b>	<b>ELEMENTS</b>	<b>SUB TOTAL VALUE (EXCL.VAT)</b>
1	Annexure C1	Preliminary & General	R
2	Annexure C2	Sampling	R
3	Annexure C3	Ad hoc Sampling	R
<b>TOTAL PRICE (exclusive of VAT)</b>			R
<b>VAT 15% (If Applicable)</b>			R
<b>TOTAL Inclusive of VAT (where applicable)</b>			R
<b>Total Price in words</b>			

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 Respondent's Signature

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 Date & Company Stamp

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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## 19. NOTES ON PRICING / BOQ SCHEDULE

**19.1.** 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 RFP;
- (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 RFP;
- (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 RFP.

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

**19.2.** 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.

**19.3.** Prices must be quoted in South African Rand inclusive VAT.

**19.4.** Any disbursement not specifically priced for will not be considered/accepted by AEMFC.

**19.5.** Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for 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	
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**19.6.** Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants by the Department of Public Service and Administration (DPSA);

**19.7.** 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\_\_\_\_\_.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

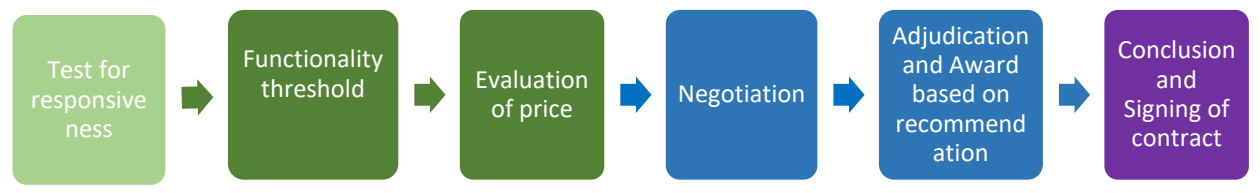
## SECTION 5: GENERAL SERVICE PROVIDER OBLIGATIONS

### 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.

### 21. EVALUATION METHODOLOGY, CRITERIA

- 21.1. AEMFC will utilize the following methodology and criteria in selecting a preferred Service Provider.



- 21.1.1. After the closing date of the Bid Quotation, an appointed evaluation committee of AEMFC officials and/or external parties/consultants where necessary will evaluate the Bid / Tender proposals received.
- 21.1.2. The Committee will evaluate each of the bid Quote proposals received against the approved criteria as stated below:
- 21.1.2.1. **Step One:** Test for Administrative Responsiveness (compliance check on required documents), must be passed for a Respondent’s proposal to progress to **Step Two** for further pre-qualification.
- 21.1.2.1.1. Whether the Bid has been lodged on time;
- 21.1.2.1.2. Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time;
- 21.1.2.1.3. Verify the validity of all returnable documents;
- 21.1.2.1.4. Verify if the Bid document has been duly signed by the authorised respondent.
- 21.1.3. **Step Two:** Test for Responsiveness to RFP for technical/functionality criteria must be met or exceeded for a Respondent’s proposal to progress to **Step Three** for further evaluation. The test for technical and functional threshold will include the following (**Refer functionality (technical) evaluation criteria table below**): Minimum threshold of **90 Points**.
- 21.1.3.1. Whether any general and legislation qualification criteria set by AEMFC, have been met;
- 21.1.3.2. Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule;
- 21.1.3.3. Whether the Bid materially complies with the scope and/or specification given.
- 21.1.4. **Step Three:** Evaluation of Price to determine a preferred bidders’ price will be ranked from the lowest to the highest acceptable price offered and AEMFC will award business to the lowest acceptable Bid (Highest ranked bid) unless objective criteria justify the award to another bidder.
- 21.1.5. **Step Four:** Post tender negotiations (If Applicable)
- 21.1.6. **Step Five:** Award of business and contract conclusion.



**Returnable document**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**22. EVALUATION CRITERIA**

Applicable evaluation criteria

<b>FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA</b>					
<b>NO</b>	<b>EVALUATION CRITERIA</b>	<b>SCORING PRINCIPLE</b>	<b>RETURNABLE SCHEDULE</b>	<b>RATING</b>	<b>WEIGHTING SCORE</b>
1.	<b>On-site coal laboratory that is compliant with applicable ISO 17025 standard (Implementation of quality systems) successfully set-up and operated by the service provider.</b>	3 or more on-site coal laboratories successfully set-up and operated by service provider in compliance with applicable ISO standard	Bidders are to provide detailed <b>signed and contactable</b> reference letters from clients confirming the successfully setup and operated laboratories by your company on the referring company letter head.  Failure to provide <b>signed and contactable</b> reference letters corresponding laboratories successfully setup and operated by your company will lead to bidder not scoring points for such laboratories.	15	15
		2 on-site coal laboratories successfully set-up and operated by service provider in compliance with applicable ISO standard		10	
		1 on-site coal laboratory successfully set-up and operated by service provider in compliance with applicable ISO standard		5	
		No on-site coal laboratory successfully set-up and operated by your company.		0	
<b>NB. Failure to provide the required information, reference letters and certificates will lead to a bidder scoring zero on points.</b>					
2.	<b>Company experience (years) in providing coal analysis services</b>	More than 6 years of experience in providing coal analysis services.	Bidders are to provide detailed signed and contactable reference letters from clients detailing years of experience on the referring company letter head.  Failure to provide reference letters corresponding to stated years will lead to bidder not scoring points for such years.	20	20
		Above 4 years but not exceeding 6 years of experience in providing coal analysis services.		15	
		From 2 years but not exceeding 4 years of experience in providing coal analysis services.		10	
		Less than 2 years of experience in providing coal analysis services.		0	
<b>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.</b>					
3.	<b>Experience of full time Lab Supervisor in coal quality analysis</b>	More than 5 years of experience.	N.B: Attach detailed CV with valid contactable references and clearly state the number of years of experience within the coal laboratory services.	10	10
		From 2 years but not exceeding 5 years of experience.		5	
		Less than 2 years of experience.		0	
<b>NB. Failure to provide the required information, detailed CV with contactable references with years of experience will lead to a bidder scoring zero on points.</b>					

**Returnable document**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakkfontein Mine for a period of thirty-six (36) months

<b>FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA</b>					
<b>NO</b>	<b>EVALUATION CRITERIA</b>	<b>SCORING PRINCIPLE</b>	<b>RETURNABLE SCHEDULE</b>	<b>RATING</b>	<b>WEIGHTING SCORE</b>
4.	<b>Coal Concepts Proficiency Testing</b>	Z-scores between -1 and +1 as per coal concepts monthly report	Bidders to attach latest 3 months coal concept reports and a LAB ID confirmation letter or relevant proof from coal concepts indicating the service providers LAB ID.	15	15
		Z-scores not between -1 and +1 as per coal concepts monthly report		0	
<b>NB. The LAB ID provided must correlate with the bidders company name.</b>					
5.	<b>Proposed experience of full time Lab Analyst</b>	More than 5 years of experience.	N.B: Attach detailed CVs with valid contactable references and clearly state the number of years of experience within the coal laboratory services.	10	10
		2 to 5 years of experience.		5	
		Less than 2 years of experience.		0	
<b>N.B: Attach detailed CVs with valid contactable references and clearly state the number of years of experience within the coal laboratory services.</b>					
6.	<b>Personnel qualification of a Lab Supervisor</b>	Minimum of Grade 12, relevant coal beneficiation qualification and training on laboratory quality management (ISO 17025)	Provide copies of qualifications and proof of training on laboratory quality management (ISO 17025).	10	10
		No relevant minimum qualification of individual proposed full-time personnel.	Failure to provide copies of qualifications and proof of training on laboratory quality management (ISO 17025) will lead to bidder not scoring points.	0	
7.	<b>Personnel Qualification of Lab Analyst</b>	Minimum of Grade 12 and training on laboratory quality management (ISO 17025)	Provide copies of qualification and proof of training on laboratory quality management (ISO 17025).	10	10
		No relevant minimum qualification of individual proposed full-time personnel.	Failure to provide copies of qualification and proof of training on laboratory quality management (ISO 17025) will lead to bidder not scoring points.	0	
<b>N.B: Failure to provide the required qualification certificates will lead to a bidder scoring zero on points.</b>					
<b>Total Weighting:</b>					<b>90</b>
<b>Minimum qualifying score required:</b>					<b>80</b>

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

## 22.1. EVALUATION CRITERIA: STAGE 2 COMMERCIAL AND ONSITE LAB INSPECTION

FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA				
NO	EVALUATION CRITERIA	SCORING PRINCIPLE	RATING	WEIGHTING SCORE
1.	<b>Commercial and On-site laboratory inspection</b>	Inspection of the Successfully set-up and operated SANAS Accredited Commercial laboratory. <ul style="list-style-type: none"> <li>Bidder to be assessed on implementation of laboratory quality management system (ISO17025)</li> <li>Bidder to provide training records and proficiency testing records for key lab personnel.</li> </ul>	10	10
		Inspection of the Successfully set-up and operated On-Site laboratory. <ul style="list-style-type: none"> <li>Bidder to be assessed on implementation of laboratory quality management system (ISO17025)</li> <li>Bidder to provide training records and proficiency testing records for key lab personnel.</li> </ul>		
		<ul style="list-style-type: none"> <li>No SANAS Accredited <b>Commercial</b> laboratory.</li> <li>Failure to show compliance to laboratory quality management system (ISO17025).</li> <li>Failure to provide proficiency testing records for key lab personnel.</li> </ul>	0	
<b>N.B: Commercial and Onsite Laboratory to be inspected should 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 80 points from Stage 1.</b>				
<b>Total Weighting:</b>				10
<b>Minimum Threshold for Stage 2</b>				10
<b>To proceed to the next stage, the bidder must reach a minimum threshold of 80 in Stage One (1) and 10 in Stage Two (2)</b>				90
<b>Total Weighting Stage 1 and 2:</b>				100

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD ("AEMFC") at Vlakfontein Mine for a period of thirty-six (36) months

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## **24. FORMULA EVALUATION ON PRICE**

**24.1.** AEMFC will utilise the following formula in its evaluation on Price:

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{\min}$  = Price of lowest acceptable Bid

**24.2.** Points for this bid /tender shall be awarded for the following:

- i. Price
- ii. Specific Goals (weighted scores **20**):

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

## SECTION 6: LIST OF RETURNABLE DOCUMENTS

### 25. RETURNABLE DOCUMENTS REQUIRED

**25.1.** Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

<b>Mandatory Returnable Documents</b>	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
<b>Returnable Documents Used for Scoring</b>	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
<b>Essential Returnable Documents</b>	<i>Failure to provide essential Returnable Documents <u>will</u> result in AEMFC affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

**Note: All Returnable Sections, as indicated in the footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

#### 25.1.1. MANDATORY RETURNABLE DOCUMENTS

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	
	SUBMITTED [Yes/No]
<b>SECTION 1:</b> SBD1 Form	
<b>SECTION 4:</b> Pricing and Delivery Schedule	
<b>SECTION 12:</b> Certificate of Attendance of Compulsory RFP Briefing	
<b>SANAS Accredited ISO17025 Certificate for the bidders own Commercial Laboratory</b>	
Bidders with commercial laboratory within 100-kilometre radius of the Vlakfontein Mine (Mpumalanga Province) must provide proof of address (i.e. electricity bill, water usage, account statements etc.) confirming that the location of the proposed laboratory is within 100 km's from Vlakfontein Mine.	
<b>Bidders must provide a detailed project plan for the accreditation of the Vlakfontein Mine Onsite Lab (indicating duration).</b>	

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

### 25.1.2. RETURNABLE DOCUMENTS USED FOR SCORING

In addition to the requirements of section (25.1.1) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>RETURNABLE DOCUMENTS USED FOR SCORING: TECHNICAL</b>	
	<b>SUBMITTED [Yes/No]</b>
<p><b>Successfully set-up and operated On-site coal laboratory that is compliant with applicable ISO 17025 standard:</b></p> <ul style="list-style-type: none"> <li>Bidders are to provide detailed <b>signed and contactable</b> reference letters from clients confirming the successfully setup and operated laboratories by your company on the referring company letter head.</li> </ul>	
<p><b>Company Experience:</b></p> <ul style="list-style-type: none"> <li>Bidders are to provide detailed <b>signed and contactable</b> reference letters from clients detailing years of experience on the referring company letter head.</li> </ul>	
<p><b>Bidder to submit CVs of the following resources with contactable references:</b></p> <ul style="list-style-type: none"> <li>Lab Supervisor</li> <li>Lab Analyst</li> </ul>	
<p>Bidder to submit Proof of qualifications. The qualifications will be verified to check authenticity.</p>	
<p><b>Coal Concepts Proficiency Testing:</b></p> <ul style="list-style-type: none"> <li>Bidders to attach latest 3 months coal concept reports and a</li> <li>LAB ID confirmation letter or relevant proof from Coal Concepts indicating the service providers LAB ID.</li> </ul>	

<b>RETURNABLE DOCUMENTS USED FOR SCORING: SPECIFIC GOALS</b>	
	<b>SUBMITTED [Yes/No]</b>
<p>Valid proof of Respondent's compliance to B-BBEE requirements stipulated in <b>Section 8</b> of this RFP (Valid B-BBEE certificate or Sworn Affidavit)</p> <ul style="list-style-type: none"> <li>ID Copy of Owner / Director;</li> <li>B-BBEE Certificate / Sworn Affidavit;</li> <li>Company Registration Documents.</li> </ul> <p><b>Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE or Sworn Affidavit, will result in a score of zero being allocated for Specific Goals.</b></p> <p><b>Joint Ventures / Consortiums</b>  <b>Failure to provide a consolidated BBEE Certificate from a SANAS Accredited Service Provider will result in a score of zero for JVs / Consortiums</b></p>	

**Returnable document**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**25.1.3. ESSENTIAL RETURNABLE DOCUMENTS**

Over and the above the requirements of section (25.1.1) and (25.1.2) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS</b>	
	<b>SUBMITTED [Yes/No]</b>
National Treasury Registration on <b>Central Data Base (CSD)</b> (certificate).(A detailed report not older than one (1) month).	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
<b>SECTION 6:</b> List of Returnable Documents (continued validity of returnable documents)	
<b>SECTION 7:</b> SBD 4 Declaration of Interest	
<b>SECTION 8:</b> SBD 6.1 Preferential Procurement Regulations	
<b>SECTION 9:</b> SBD 9 Certificate of Independent Bid Determination	
<b>SECTION 10:</b> Resolution to Sign on Behalf of Company	
<b>SECTION 11:</b> Registration of Prospective Bidders Form	
Annual Financial Statements (AFS) – (3 years Audited Financial Statements)	

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**25.1.4. 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: \_\_\_\_\_



**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**SECTION 7: SBD 4**

**26. ADMINISTRATIVE RETURNABLE DOCUMENTS**

**DECLARATION OF INTEREST (SBD4)**

**26.1.** 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/adjudicating authority where-

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

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

**26.2.1.** Full Name of bidder or his or her representative: .....

**26.2.2.** Identity Number.....

**26.2.3.** Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

**26.2.4.** Company Registration Number.....

**26.2.5.** Tax Reference Number: .....

**26.2.6.** VAT Registration Number: .....

**26.2.6.1.** 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.

**26.2.6.2. “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.

<sup>2</sup>“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.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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

**26.3.1. 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:  
.....

**26.3.1.1.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**

**26.3.1.2.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.

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

.....  
.....  
.....

**26.4. 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**

**26.4.1. If so, furnish particulars:**

.....  
.....  
.....

**26.5. 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**

**26.5.1. If so, furnish particulars.**

.....  
.....  
.....

**26.6. 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**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**26.6.1. If so, furnish particulars.**

.....  
 .....  
 .....

**26.7. 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**

**26.7.1. If so, furnish particulars:**

.....  
 .....  
 .....

**26.8. Full details of directors / trustees / members / shareholders.**

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

**26.9. 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

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

## SECTION 8: SBD 6.1

### SBD 6.1

#### 27. 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.**

#### 28. GENERAL CONDITIONS

28.1. 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).

#### 28.2. To be completed by organ of state

- a) The value of this bid is estimated to not **exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

28.3. Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

28.5. 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.

28.6. 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.

#### 29. 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

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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);

### **30. FORMULAE FOR PROCUREMENT GOODS AND SERVICES**

#### **30.1. POINTS AWARDED FOR PRICE**

##### **30.1.1. THE 80/20 PREFERENCE POINTS SYSTEM:**

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

**80/20**

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### **31. POINTS AWARDED FOR SPECIFIC GOALS**

**31.1.** 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:

**31.2.** 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

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**31.3. 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 or 80/20 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.)**

**31.4. 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 (80/20) by AEMFC	Number of points Claimed (80/20) by the bidder	Documents to be submitted for verification
1	<b>Percentage (%) ownership by Black</b>	<b>Points (5)</b>	<b>Bidder</b>	<ul style="list-style-type: none"> <li>• ID Copy of Owner / Director;</li> <li>• B-BBEE Certificate / Sworn Affidavit; and</li> <li>• Company Registration Documents</li> <li>• CSD Report</li> </ul>
	81-100%	5		
	51-80	2,5		
	31-50	2		
	<30	1,5		
	0%	0		
2	<b>Percentage (%) ownership by women</b>	<b>Points (10)</b>	<b>Bidder</b>	<ul style="list-style-type: none"> <li>• ID Copy of Owner / Director;</li> <li>• B-BBEE Certificate / Sworn Affidavit; and</li> <li>• Company Registration Documents</li> </ul>
	81-100%	10		
	51-80	5		
	31-50	2		
	<30	1		
3	<b>Percentage (%) Ownership by Youth</b>	<b>Points (5)</b>	<b>Bidder</b>	<ul style="list-style-type: none"> <li>• ID Copy of Owner / Director;</li> <li>• B-BBEE Certificate / Sworn Affidavit; and</li> <li>• Company Registration Documents</li> </ul>
	81-100%	5		
	51-80	3		
	31-50	1,5		
	<30	1		
	0%	0		

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

**31.6. 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.**

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

## **32. DECLARATION WITH REGARD TO COMPANY/FIRM**

**32.1. Name of company/firm:**.....

**32.2. VAT registration number:**.....

**32.3. Company registration number:**.....

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**32.4. TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]**

**32.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**32.6. COMPANY CLASSIFICATION**

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

**[TICK APPLICABLE BOX]**

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

**32.8.** 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.

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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## **SECTION 9: SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup>**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.**

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONSITE COAL SAMPLING AND ANALYTICAL SERVICES FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD (“AEMFC”) AT VLAKFONTEIN MINE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

---

(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.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

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**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 consortium<sup>3</sup> 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.

<sup>3</sup> **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

**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**SECTION 10: RESOLUTION TO SIGN ON BEHALF OF COMPANY**

**33. 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:**

- 1 The Enterprise submits a Tender to ..... in respect of the following:  
 Tender Reference Number: **AE/VLAK020/2023:**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONSITE COAL SAMPLING AND ANALYTICAL SERVICES FOR AFRICAN EXPLORATION MINING AND FINANCE CORPORATION (SOC) LTD (“AEMFC”) AT VLAKFONTEIN MINE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

- 2 \*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.

	<b>NAME</b>	<b>CAPACITY</b>	<b>SIGNATURE</b>
1.			
2.			
3.			
4.			
<b>Note:</b> <ul style="list-style-type: none"> <li>• *Delete which is not applicable</li> <li>• <b>NB:</b> 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.</li> <li>• Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.</li> </ul>		<b>ENTERPRISE STAMP</b>	



**Description:** Appointment of a Service Provider to provide onsite coal sampling and analytical services for African Exploration Mining and Finance Corporation (SOC) LTD (“AEMFC”) at Vlakfontein Mine for a period of thirty-six (36) months

**SECTION 12: CERTIFICATE OF ATTENDANCE OF [COMPULSORY] RFP BRIEFING**

**CERTIFICATE OF BRIEFING SESSION ATTENDANCE**

It is hereby certified that –

- 1. ....
- 2. ....

Representative(s) of ..... *[name of entity]*

As the Bidder’s Authorised Representative, have attended the Briefing Session in respect of the proposed [Goods/Services] to be rendered in terms of this RFP on .....**20**.....

***I have satisfied myself with regards to all conditions and other factors which may affect the Bidder’s bid. I have obtained all necessary information as to risks, contingencies, and other circumstances which may influence or affect the Bidder’s bid.***

.....  
AEMFC’S REPRESENTATIVE  
NAME:

.....  
RESPONDENT’S REPRESENTATIVE  
NAME

.....  
AEMFC’S REPRESENTATIVE  
SIGNATURE:

.....  
RESPONDENT’S REPRESENTATIVE  
SIGNATURE:

DATE .....

DATE: .....

EMAIL:.....

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by AEMFC and the other copy to be kept by the bidder.