

**ENQUIRY DOCUMENT**

**FOR THE**

**SUPPLY AND INSTALLATION OF ADDITIONAL FENCING TO  
THE ACCOMMODATION AREA AT GABONEWE ESTATE**

**AT THE**

**BAKUBUNG PLATIMUN MINE**

**FOR**

**BAKUBUNG MINERALS (Pty) Ltd  
("EMPLOYER")**

**Company Registration No. 2002/017306/07**



**ENQUIRY NUMBER: WES/TEN/2025/00036**

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## **PART 1**

### **INSTRUCTIONS TO TENDERERS**

## 1.1 Instruction to Tenderers

These instructions will not form part of the Agreement with the successful Tenderer.

- 1. General** All work related to Supply and Delivery of the Standby Pumps, Valves and Related Replenishment Pipes and Material for the Concentrator Plant at the Bakubung Platinum Mine.
- 2. Buyer Authorisations** The Buyer hereby authorizes Wesizwe’s Procurement Manager together with the Buyer’s owners’ team to prepare and distribute enquiry documentation, receive tenders, adjudicate same, negotiate with Tenderers and recommend the award of the contract as part of a tender process for the execution for the work as more fully described in Section 3 – Works information and Addenda.
- 3. Tenderer** The Tenderer is the organization or company which the Buyer has invited to submit a tender and provided the Tenderer with the specific Enquiry Documentation to do so.

The Tenderer is advised of the inclusion of word “Seller” within the text of this Enquiry shall not be read or interpreted or construed as any form of contract award.
- 4. Cover Letter to Tender** The Tenderer’s letter accompanying the tender shall state: name of organisation or company, the contact person/s and contact telephone, cellular phone, and facsimile numbers as well as e-mail address.
- 5. Consortium or Joint Venture** Should an invited Tenderer wish to form a consortium or a joint venture or some other form of collaboration, the Tenderer shall formally notify the Buyer within 7 days from the Enquiry Document issue date or site inspection date whichever occurs first, in advising him of the details and seek Buyer’s agreement to tender in such a manner.

The Buyer’s agreement is not assured and should the Tenderer continue without the Buyer’s written approval the resultant tender will be rejected.
- 6. Instructions** Tenderers are advised to familiarize themselves with all aspects of this Enquiry before inserting any prices or rates. It is hereby understood and agreed that the successful Tenderer shall not be entitled to any increase in the contract price quoted caused by contract provisions not taken into account by the Tenderer.

The Tenderer shall investigate the whole of this Enquiry to establish and comply with any requirement to provide any information via attachments and shall briefly describe and include the following with their tender;

  - A Power of Attorney or a Resolution signed by the;
    - Board of Directors in the case of a company, or
    - Members in the case of a closed corporation, or
    - Partners in the case of a partnership,

authorising the signatories of the tender to irrevocably bind the Tenderer

to their tender (see Part 5 - Annexures).

- Information regarding any pending, imminent and current arbitration, mediation, and litigation in which the Tenderer is involved including details of the parties concerned, the subject of such arbitration, mediation and litigation and the disputed amount.
- The Tenderers safety statistics and related performance data of similar comparison as the scope of this Enquiry from the past 5 projects.
- The name and contact details of 3 (three) previous but recent Buyer / Client Representatives who may vouch for the Tenderers previous performance and cooperation, should the need arise.
- Provide a list of clients to which you have successfully delivered similar services and nature / magnitude and include a short description of the project, value of the project and your specific role delivered at each client. Please provide references and contact details for a selection of these clients.
- Certification that the Tenderer is in good standing with the appropriate government and quasi government organisations such as The South African Revenue Service and The Department of Labour.
- Certification of Broad Based Black Economic Empowerment Accreditation.
- Where and when was the organisation or company founded?
- Who are the major shareholders in the organisation or company and what is the BEE proportion?
- In which country is the organisation or company registered? Provide registered organisation or company name and registration number.
- In which countries is your organisation or company represented?
- Specify the location of your organisation or company head office.
- Specify the location of all your organisation or company offices, locally and internationally.
- Has your organisation or company or entity or any former business ever failed in the past five financial years to complete a contract, had the contract partially or fully been taken over or had a contract been varied to delete substantial work to overcome poor performance under the contract? If YES, provide details.
- Has any partner, principal or director in your organisation or company ever been associated with any other organisation that has failed in the past five financial years to complete a contract? If yes, provide details.
- What benefits will your organisation or company gain through providing this service to the Buyer?
- What is your organisation or company structure and ownership?

- What is the total number of staff employed? Provide an organisation chart, identifying senior partners/directors and other staff and EE levels and disclosure.
- Has any partner, principal or director in your Company ever been convicted of an offence?
- Describe the skill sets and competencies of the resources your organisation or company has, as well as the number of resources your organisation or company has in the skill sets that would likely be called for by the Buyer.
- Provide information that approximately defines where the focus of your business lies and indicate which are the prime services your organisation or company provides and those that it typically sub-contracts.

The information to be supplied by Tenderers are set out in the following Parts of the Tender Document:

- Part 4 – Bill of Quantities.
- Part 5 – Letter of Tender and Annexures.

Tenderers are to ensure that all information required in terms of these Parts are fully and comprehensively submitted with their tender.

## 7. Submission of Tender

The “Original Tender” with all related tender data, annexures, addenda, and enclosures shall be submitted by email before the closing time in the manner stated within this Enquiry, endorsed, and submitted, as follows:

Marked: Confidential

Enquiry Number: WES/TEN/2025/00036

Description: Tender Enquiry for the Supply and Installation of Additional Fencing to the Accommodation Area at Bakubung Platinum Mine - Gabonewe Estate

Buyer: Bakubung Minerals

Name: Wesizwe Procurement Manager.

Attention: Kgutsitse Mthunzi

Email Address: [tender.submissions@wesizwe.com](mailto:tender.submissions@wesizwe.com)

Tender’s Close: **24 April 2026 at 13h00**

Please Note:

It is the responsibility of the Tenderer to ensure that its tender has been received by the Buyer.

## 8. Validity of Tender

The tender shall remain valid and open for acceptance by the Buyer for a period of 90 (Ninety) days from the closing date of the tender.

If the expiry of the said period falls on a Saturday, Sunday, or statutory holiday, then the period of validity of the Tenders shall expire at midnight of the last normal working day immediately following the ninetieth (90th) day after the Closing of Enquiries.

**9. Extension to Enquiry Closing Date**

Before the closing date, the Buyer may modify, change or amend the tender documents by formally issuing written addenda.

The Tenderer shall acknowledge receipt of each modification, change or amendment addendum by the Tenderer's letter headed written notice to the Procurement Manager.

In order to take an addendum into account in preparing his tender, the Tenderer may apply to the Procurement Manager for an extension to the closing date. Such application is to be received at least 5 working days prior to the Enquiry closing date and time.

Should the Buyer grant such extension, the Procurement Manager will notify all Tenderers in writing thereof.

Tenderers shall note that despite the foregoing there is no assurance that a requested extension of time will be granted by the Buyer.

**10. Clarification of Enquiry Documentation – Tenderer Fully Informed**

The Tenderer shall check the number of pages and attachments within this entire Enquiry document and should any be found to be missing or in duplicate, or the written text or details are indistinct or there is any obvious errors herein, or if any doubt exists as to the full intent or meaning of any wording or text or dimensions or sketch or drawing or any ambiguity is found as to the scope of this Enquiry, the Tenderer shall promptly notify the Procurement Manager in writing and have the same rectified.

No liability whatsoever will be admitted in respect of errors in tenders due to the foregoing if they have not previously been notified in writing to the Procurement Manager and it shall be taken that the Enquiry and documentation is fully understood and no variations to the tender price shall be accepted.

All queries technical, commercial, financial, contractual, and/or errors and other clarifications shall be formally communicated in writing to the Procurement Manager who will redirect such matters to the appropriate person; and ensure the suitable written response is distributed to all tenderers. Nonadherence may lead to rejection as per item no. 18 herein.

Unless queries relate to method of operation and a specific request is received from Tenderers to treat a particular query / answer as confidential, then all Tenderers will receive a copy of all queries received together with the answers and / or corrections. These queries / answers shall constitute the rulings and shall be incorporated into the contract documents.

The closing time for clarification of queries and / or request for correction of errors and ambiguities are 7 calendar days prior to the Enquiry closing date and time.

Wherever the word "Seller" appears in the Enquiry documentation it shall mean the successful Tenderer to whom the Buyer has awarded the resultant

contract via a separate formal written Notification.

**11. Sufficiency of  
Tender**

The tendered Total of the Prices is inclusive of all work required to be provided to complete the *services*. Activities not listed or priced, and items for which no rate or price is entered by the Tenderer, will not be paid for by the Buyer. Such activities and items are deemed to be covered by and included in the other prices and or rates and/or Fees contained within the Enquiry and or the tender.

All duties and taxes, levies, tolls, registrations, enrolments, and other amounts payable by the Seller under the contract, or for any other cause, as of the date of tender submission are included in the rates, prices, and the tendered Total of the Prices (excluding Value Added Tax (VAT)).

Value Added Tax (VAT) payable by the Buyer shall be shown separately as an addition to the tendered Total of the Prices.

The Seller is advised to examine the drawings and visit the site prior to submitting his tender and acquaint himself with local conditions, access, the extent and nature of the operations, supply of and conditions affecting labour and the execution of the Contract generally, as no claim on the grounds of want of knowledge in such respects will be entertained.

Such conditions shall without limitation include:

- a) Access ways for delivery of plant and Tenderer's equipment, including that of any sub-contractor.
- b) Site facilities available to the successful Tenderer in the event of a contract award.
- c) Security regulations prevailing at site especially as they affect the movement of people, plant, and Tenderer's equipment.
- d) Pertinent contractual, legislated, and domestic Health and safety requirements
- e) All other site conditions of whatsoever nature that could or will have an influence on the pricing of the tender.
- f) Laws and legal requirements applicable in the Republic of South Africa
- g) Making safe the Works prior, during and after executing the Works.

The Tenderer is to examine the technical information and the contract provisions. Should there be any doubt as to the meaning of the technical information or should there be any ambiguity as to the contract provisions, the Tenderer shall immediately notify the Engineer and have the matter rectified, otherwise it will be taken that the whole enquiry is fully understood and no liability for errors will be admitted by the Buyer due to the foregoing.

Failure by a SELLER to visit site will not absolve the SELLER from any lack of knowledge of site conditions.

SELLERS are to return with their tenders, the completed Site Inspection Certificate certifying their visit to site.

**12. Correction  
Alterations and /  
or Adjustments**

The Tenderer shall not be permitted to make any alterations and/or adjustments to his tender documents after the date and time for submission elapsed.

In the event of any discrepancies occurring between the Prices detailed by the Tenderer in the forms provided with the Enquiry and those contained in any additional letter or document submitted by the Tenderer, the former shall prevail.

Errors shall be corrected by the Buyer as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall take precedence.
- Where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall take precedence, unless in the opinion of the Buyer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall take precedence, and the unit rate is corrected. Where an individual rate is considered unrealistic, such rate is adjusted as agreed following consultation with the Tenderer.
- Where there is an error in the Total of the Prices, either as a result of the other corrections required by this checking process or in the Tenderer's addition of Prices, the Total of the Prices shall be corrected.

**13. Main Offer and  
Alternative  
Proposals**

The Tenderer shall submit the main offer in accordance with the commercial and technical requirements as set out in this Enquiry.

The Tenderer may not submit alternative proposals, unless requested to and allowed by the Buyer in writing.

Alternative proposals that are not in compliance with the Enquiry will not be considered.

**14. Conditions of  
Contract**

The conditions of contract shall be the conditions of contract as contained in Part 2 "Conditions of Contract" of this document. Any changes thereto are set out separately within this Enquiry.

**15. Contract Price  
Adjustment**

The Tenderer is requested to submit Prices, in accordance with the provisions of the Contract Data as specifically stated in the Contract Data.

**16. Currency**

The Prices shall be tendered in the currency of the contract.

It is a condition of this Tender that all prices quoted by the SELLER are in the currency of the Republic of South Africa with no additional liability accruing to the BUYER from any variation in the Exchange Rate between the Rand and any foreign currencies. Such risk must either be carried by the SELLER or covered by means of a forward exchange contract arranged through his bankers. Any costs of such shall be deemed to be included in the tender.

The SELLER is to provide details and the amount of the foreign currency portion of the Tender and the costs related thereto including forward cover, etc.

**17. Acceptance of Tender**

The Buyer reserves the right to reject or accept any portion / s or the whole of any tender or reject all tenders without being obliged to give such reasons.

**18. Rejection of Tender**

A tender may be rejected if:

- it is received after the closing date and time stipulated in the Enquiry or subsequent official written amendment thereto;
- it contains any unauthorized erasure, alteration, text addition or irregularity;
- there is no adherence to communication protocol for communication during the enquiry process;
- price schedules, forms of tender and / or bill of quantities are left blank without being endorsed with the words "no quote", "not applicable" and / or "included elsewhere";
- it is considered unbalanced, or does not include the required information necessary for proper comparison and evaluation;
- it is not submitted on the forms provided or is not in accordance with the commercial and technical requirements of the Enquiry;
- the Tenderer fails to attend Buyer convened meetings including site inspection to which he is invited.
- the tender is delivered to individuals and not deposited in the Wesizwe tender box.
- the Tenderer or some person / s apparently acting on behalf of the Tenderer, approaches a member of the Buyer's team in an inappropriate manner concerning this Enquiry;
- a single invited Tenderer, tendered as a consortium or a joint venture or some other form of collaboration without the Buyer's written authorisation.
- any other reason which the Buyer views as valid.

**19. Confidentiality of Enquiry/ Tender Documentation**

The Enquiry issued by the Buyer and the tender submitted by the Tenderer shall be treated as confidential and no aspects thereof shall be disclosed to any third parties, except as necessary for the purpose of the Enquiry.

All responses will become the property of the Buyer.

- 20. Expenses in the Preparation of Tenders**
- The Tenderer shall investigate, calculate, compile, and issue his tender and incur such costs at the sole expense of the Tenderer, subject to the provisions of clause 1, herein.
- The Buyer shall not be responsible for any direct or indirect expenses and / or losses that the Tenderer may incur in the preparation and submission of this tender.
- 21. Buyer's Liability**
- Tenderers are hereby advised that the Buyer will not accept any financial liability whatsoever should the Tenderer's or prospective Tenderer's wish to place orders on their suppliers and / or Sub-Contractors prior to receiving the Buyer's official written Acceptance / Order .
- 22. Attendance at Meetings**
- The Buyer will during the tender and adjudication process convene several types of meetings. These may include site inspection meetings, tender clarification meetings and pre-award meetings. When invited to attend the Tenderer shall ensure that he is represented.
- 23. Adjudication Criteria**
- The Adjudication Criteria is a Scoring system and based on the outcome of the scoring of which the highest score would be the most favourable tender.
- The scoring would be weighted with the following main headings:
- Technical Evaluation
    - Safety, Health and Environmental Management Systems and Performance
    - Technical Proposal and Suitability
    - Methodology of Execution
    - Resourcing Proposal
    - Programme
  - Commercial Evaluation
    - Social and Transformation
    - Ownership and BEE Ratings
    - Employment Equity
    - Local Procurement
    - Enterprise Development
    - Direct Local Employment
    - Conditions of Contract
    - Qualifications and Risk Impact
    - Total Tender cost
    - Cost Sensitivity
    - Commercial Risk Exposure
- 24. Local Empowerment Evaluation / HDSA**
- The Buyer is committed to the development and empowerment of historically disadvantaged communities. It is in light of this that the Buyer has adopted a policy enhancing and supporting this objective.
- Although lack of HDSA status will not constitute grounds for the exclusion of a Seller, from initiation to tender, due cognisance will be taken during the tender evaluation stage of this aspect.

The Seller shall submit with his tender information on the current equity stake held by HDSA individuals (as per annexure I), as well as his policy to promote and establish empowerment of previously disadvantaged communities within his business and the intended HDSA spend with 3rd parties applicable to this tender.

## 1.2 Pro-forma Contract Agreement

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022

### Between

BAKUBUNG MINERALS (PTY) LTD, A WHOLLY OWNED SUBSIDIARY OF WESIZWE PLATINUM LIMITED (Registration Number: 2002/017306/07) (herein called the "**Buyer**");

and

\_\_\_\_\_ (PTY) LTD (Registration Number: \_\_\_\_\_) (herein called the "**Seller**").

### Background:

A. The Buyer desires that certain Goods should be performed by the seller, namely the "**Supply and Installation of Additional Fencing to the Accommodation Area At the Bakubung Platinum Mine – Gabonewe Estate**" and has accepted a proposal by the Seller for the performance of such supply Goods.

### THE BUYER AND THE SELLER AGREE AS FOLLOWS:

- The following documents are deemed to form and be read and construed as part of the Contract:
  - Part 1: Contract Agreement
  - Part 2: Conditions of Contract
  - Part 3: Specification
  - Part 4: Pricing Data
  - Part 5: Seller's Documents / Annexures
- In consideration of the payments to be made by the Buyer to the Seller under the agreement, the Seller hereby agrees with the Buyer to supply Goods in conformity with the provisions of the Agreement.
- The Buyer agrees to pay the Seller in consideration of the performance of supply of Goods, such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
- The Buyer accepted the proposal of the Seller for the provision of the said Services upon the terms and subject to the conditions hereinafter mentioned to the fixed value of R \_\_\_\_\_ (**state amount in words**) (excluding Value Added Tax).
- The fixed amount referred to in Clause 4 above shall remain fixed.

### Signed by the Parties:

Signed for and on behalf of the Seller	Witnessed by:	Witnessed by:	Witnessed by:
Signature:	Signature:	Signature:	Signature:

Enquiry Document for the  
 Supply and Installation of Additional Fencing to the Accommodation Area  
 At the Bakubung Platinum Mine – Gabonewe Estate



Name:	Name:	Name:	Name:
Capacity:	Capacity	Capacity	Capacity
Date:	Date:	Date:	Date:
Address:	Address:	Address:	Address:

<b>Signed for and on behalf of the Buyer</b>	<b>Witnessed by:</b>	<b>Witnessed by:</b>	<b>Witnessed by:</b>
Signature:	Signature:	Signature:	Signature:
Name:	Name:	Name:	Name:
Capacity:	Capacity	Capacity	Capacity
Date:	Date:	Date:	Date:
Address:	Address:	Address:	Address:

## **PART 2**

### **CONDITIONS OF CONTRACT**

## **SECTION 1**

### **CONDITIONS OF CONTRACT**

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement, the following words and expressions shall have the meanings as stated:
- 1.1.1. **“Agreement”** shall mean the Form of Agreement, the terms and conditions, any Purchase Order compliant with these terms and conditions, together with the Appendices as signed by both parties.
  - 1.1.2. **“Appendix”** shall mean any and all Annexures attached and referred to in this Agreement.
  - 1.1.3. **“Buyer”** means Bakubung Minerals (Pty) Ltd (Registration No. 2002/017306/07), a wholly owned subsidiary of Wesizwe Platinum Limited, incorporated in accordance with the company laws of South Africa.
  - 1.1.4. **“Contract Price”** shall mean the sum agreed for the Supply of Goods as set out in the Form of Agreement.
  - 1.1.5. **“Delivery Address”** shall be the point/s of delivery as specified in this Agreement.
  - 1.1.6. **“Delivery Date”** shall be the \_\_\_\_\_ (Date to be inserted as per agreed Delivery Schedule)
  - 1.1.7. **“Delivery Period”** shall be the period between \_\_\_\_\_ weeks (*Date to be inserted as per agreed Delivery Schedule*) and \_\_\_\_\_ weeks (*Date to be inserted as per agreed Delivery Schedule*) from the date of Signature of this Agreement.
  - 1.1.8. **“Force Majeure”** shall mean an exceptional event or circumstance, which:
    - 1.1.8.1. Is beyond the reasonable control of either party;
    - 1.1.8.2. Which a party could not reasonably have anticipated or provided against before entering into the Agreement;
    - 1.1.8.3. Which, having arisen, by the exercise of all reasonable diligence the party could not reasonably have avoided or overcome;
    - 1.1.8.4. Which impedes the due performance of the obligations of such party and which such party is unable to prevent;
  - 1.1.9. **“Goods”** shall mean the **Supply and Delivery of the Standby Pumps, Valves and Related Replenishment Pipes and Material for the Concentrator Plant** as per technical specifications in **Part 3 Specification**.
  - 1.1.10. **“Purchase Order”** shall mean any order issued by the Buyer to the Seller for the supply of Goods in accordance with this Agreement.
  - 1.1.11. **“Seller”** shall mean \_\_\_\_\_ (PTY) Ltd, registration number \_\_\_\_\_, a private company duly incorporated in terms of the laws of South Africa.
  - 1.1.12. **“Services”** shall mean the services defined in this Form of Agreement.

- 1.1.13. **“Supplier”** shall have the same meaning as Seller
- 1.1.14. **“Supply”** shall mean the act of delivery of Goods in accordance with the Agreement.
- 1.1.15. **“Site”** shall mean the Bakubung Platinum Mine.
- 1.2. Unless the context requires otherwise, the singular shall include the plural, the plural the singular, and any words importing persons shall include firms, companies and corporations.
- 1.3. The headings in this Agreement are for the convenience of the parties only and shall in no way be used to affect the interpretation or construction of this Agreement.

## 2. GENERAL

- 2.1. All Goods shall be supplied by the Supplier strictly in accordance with the terms of this Agreement. Furthermore, this Agreement shall supersede and render void any and all terms and conditions under which Goods may have previously been supplied by the Supplier to the Buyer.
- 2.2. Acceptance in writing or by performance shall constitute full acknowledgment and acceptance of the requirements of this Agreement by the Supplier, and any conflicting or subsequent terms and conditions proffered by the Supplier in any form or medium whatsoever shall be deemed void and unenforceable and have no bearing whatsoever on the function or requirements of this Agreement or on the parties hereto unless specifically agreed to in writing by both parties.
- 2.3. Without derogating from the aforesaid, the Supplier hereby agrees to:
  - 2.3.1. Supply Goods as per specifications in Part 3 Specification.
  - 2.3.2. Effect delivery of the Goods strictly in accordance with the requirements laid down in this Agreement.
  - 2.3.3. Provide any and all relevant operating and maintenance manuals and schedules, training aids, health and safety data and any other relevant information or data. Such provision shall be effected no later than the initial date of delivery unless otherwise agreed in writing;
  - 2.3.4. Have examined the Delivery Address designated for the Supply of Goods, and to have understood the nature and extent of the requirements of this Agreement and shall make no claim founded on its failure to do so, save in the event of such failure being directly attributable to errors or omissions in the information supplied in writing by the Buyer to the Supplier;
  - 2.3.5. Perform its obligations under the Agreement in accordance with the terms and conditions as set out herein;
  - 2.3.6. Comply and co-operate with any written reasonable instructions given by the Buyer;
  - 2.3.7. Be responsible, at its own cost, for the provision of all necessary staff, materials and equipment for the management and execution of any obligation under this Agreement; and
  - 2.3.8. To perform all obligations with due skill, care, ability and diligence and in compliance with all relevant Buyer policies and procedures.

- 2.4. The Supplier shall provide the Buyer with the access to the Supplier's site or workplace to enable monitoring and quality audits to be performed by the Buyer.

### 3. QUALITY WARRANTIES AND GUARANTEES

- 3.1. The Supplier warrants to the Buyer that the design and/or manufacture of all Goods, supplied hereunder, shall conform to the specifications or descriptions set out in this Agreement, shall be fit for the intended purpose, shall be of sound materials and workmanship, shall be of satisfactory quality and durability, free from any defects, latent or otherwise.
- 3.2. The Supplier guarantees further that the design and/or manufacture of all Goods provided hereunder shall conform in all respects with all relevant legislation and regulations in force at the date of Supply and that the use of the Goods and/or Services by the Buyer shall not infringe any patent, trade mark, intellectual property or any other similar rights.
- 3.3. The Supplier shall inform itself of the content of and shall, at all times, comply with, and shall procure that its employees and sub-contractors (if any) are informed of and, at all times, comply with all laws and regulations in force from time to time. The Supplier warrants that the supply of Goods in terms of this Agreement are not in breach or contravention of any law or regulation.
- 3.4. The Supplier shall ensure that, at all times during the supply of Goods to the Buyer that:
- 3.4.1. all of its vehicles, tools, implements, hardware and software components of whatsoever nature and howsoever utilised by the Supplier are and shall have been regularly and properly maintained and tested in accordance with the manufacturer's specifications and are and shall have been properly licensed in terms of all laws and regulations in force from time to time;
  - 3.4.2. all its employees and sub-contractors (if any) shall have been properly trained and licensed in terms of all laws and regulations in force from time to time to operate, and are physically capable of operating, anything utilised in the supply of Goods and are not under the influence of alcohol, medicines or other substances which may impair such ability; and
  - 3.4.3. if the supply of Goods involves any substance of a hazardous nature, the Supplier shall immediately notify the Buyer of that fact and shall comply, and shall procure that its employees and sub-contractors (if any) comply with all laws and regulations relating to hazardous substances including, without limitation:
    - 3.4.3.1. Hazardous Substances Act, No 15 of 1973, as amended;
    - 3.4.3.2. National Environmental Management Act, No 107 of 1998.
    - 3.4.3.3. Occupational Health & Safety Act, No 85 1993
    - 3.4.3.4. All other relevant Regulations.
- 3.5. All warranties, during the warranty period are subject to the following conditions:
- 3.5.1. All services and repairs to be carried out by the Supplier's customer service centres and authorized dealers.
  - 3.5.2. Transportation of Goods for services shall be at the cost of the Buyer.

- 3.5.3. No modifications are to be carried out on the machines unless written consent is received from the Supplier.

#### 4. DELIVERY

- 4.1. The Goods shall be delivered within the Delivery Period and before the Delivery Date. The parties agree that time is of the essence and any failure to deliver the Goods by the agreed date for the delivery may cause the Buyer to suffer damages which it will be entitled to claim from the Supplier.
- 4.2. Both parties understand the reasonable unexpected delays caused by elements out of The Supplier's control, e.g. raw material shortage, customs clearance processing time and random inspections in country of origin and South Africa, longer shipping days, and any force majeure, a Grace Period of four (4) calendar weeks is agreed and the Supplier shall not be liable for any of claims of damage or loss of the delivery raised from the Buyer.
- 4.3. The Buyer may alter an agreed time of delivery on written request by the Supplier. In this regard, the Supplier expressly waives any and all claims that it may suffer by virtue of an amendment in terms of this clause.
- 4.4. Delivery shall be completed when the Goods have been delivered and unloaded and/or performed at the Delivery Address in full and such delivery has been accepted by the Buyer.
- 4.5. The Parties further agree that the Seller shall prior to receipt of the second payment referred to in clause 10.3. below, provide the Buyer with all the documentation listed below, which shall all be prepared and written in English:
- 4.5.1. Original Invoice in triplicate;
  - 4.5.2. One (1) original copy of the packing list and two (2) copies, which shall in respect of each separate package, specify indicate and/or specify the package number, the net & gross weight; and dimensions.
  - 4.5.3. One (1) original on board Bill of Loading and/or multi modal transport document and 2 (two) copies thereof;
  - 4.5.4. Inspection Reports by both the Manufacturer and the Seller's Inspection Agency.
  - 4.5.5. Original Insurance Certificate;
  - 4.5.6. Warranty Certificate; and
- 4.6. Any other document not listed above, which may subsequently be required by the Buyer.
- 4.7. Any taxes and duty costs for Goods that are imported to South Africa shall be at the cost of the Seller.

#### 5. PACKAGING AND MARKING

- 5.1. The Supplier shall ensure that the Goods are packed and supplied in such a manner as to reach the Delivery Address in good condition as required in terms of clause 2 of the Terms and Conditions, and that the packaging and Supply complies with all relevant legislation and regulations.
- 5.2. Without derogating from the above obligations, the Supplier shall ensure that , in the event of:
- 5.2.1. **Opening on Goods:** All openings on Goods must be plugged effectively with purpose made plugs, to prevent the ingress of moisture, water, or dirt.

- 5.2.2. **Fragile Goods:** All fragile goods such as electronic components must be specifically packed in soft cushion type material, to prevent mechanical damage to sensitive elements which may result from relatively mild handling. Goods must furthermore be wrapped in plastic and packed in stiff cardboard containers and adequately labelled with stickers indicating contents to be fragile and goods to be handled carefully.
- 5.2.3. **Sub-Assemblies:** All sub-assemblies such as electronic motors, hydraulic pumps and motors, gearboxes, wheel assemblies, etc. must be enclosed in tear resistant plastic covers and properly crated or palletised to prevent mechanical damage. The unit must be secured inside the container to prevent rolling inside the container.
- 5.2.4. **Hydraulic Cylinders:** Hydraulic cylinders must be transported with piston rod retracted and the unit strapped down to a pallet or transporting racks.
- 5.2.5. **Machined Surfaces:** All precision machined surfaces such as gears, splines or bearing landing areas must be positively protected against mechanical damage and corrosion by sealing the surface with a strong plastic type sealer. The surrounding packing material or method of strapping the unit down and crating it must be sufficient to prevent mechanical damage from external objects.
- 5.2.6. **Pins and Bushes:** Fine tolerance machined surfaces such as pins and bushes must be coated with lubricants or suitable sealants, packed in plastic, and protected from mechanical damage by covering it with packing material.
- 5.2.7. **Unpainted Ferrous Parts:** Unpainted ferrous parts such as bolts, nuts, washers, and split pins must be coated with lubricants and placed in tear resistant plastic bags.
- 5.2.8. **Bearings:** Bearings must be well packed in grease, covered with wax paper, and placed inside the appropriate carton container if size permits. Big bearings which are difficult to manhandle must be well packed in grease, covered in strong wax paper or cloth, and strapped down onto a pallet or transporting rack. All bearings must be covered with plastic to prevent the ingress of water.
- 5.2.9. **Drive Chains:** Drive chains must be packed in grease or lubricated, covered in plastic, and strapped down on a pallet.
- 5.2.10. **Castings and Fabricated Sections:** Castings or fabricated sections which have no machined surfaces but are well painted need not be protected against the elements of nature or mechanical damage, provided that care is taken during storage and transport not to damage the paintwork unnecessarily.
- 5.2.11. **Palletising:** All equipment which has machined surfaces and with a mass of more than 15kg (Fifteen kilograms) must be either crated or palletised. The machined surfaces must be protected against mechanical damage by the method of crating or strapping it down. The machined surfaces must be effectively protected against corrosion by means of an anti-rust protective plastic coating or suitable sealants.
- 5.2.12. **Cable Couplers:** Cable couplers must be packed in plastic, properly protected against mechanical damage, with specific reference to the flame path.

- 5.2.13. **Inspection of Packaged Equipment:** Packaging must allow for easy inspection of equipment to verify the contents against the relevant documentation.
  - 5.2.14. **Rubber Goods:** All rubber goods must be packed so as to be protected against sunlight during storage.
  - 5.2.15. **Goods in Excess of 100kg (one hundred kilograms):** Where the mass of the goods is in excess of 100kg (one hundred kilograms), the mass lifting position and special lifting procedures, if any, must be displayed on the crate or pallet. In addition, where the mass of the goods is in excess of 500kg (five hundred kilograms), the actual mass, or failing that, the approximate mass of the goods must be clearly displayed on the crate or pallet.
  - 5.2.16. **Labelling:** All parts or sub-assemblies delivered must be properly labelled, indicating quantity, part, purchase order and contract numbers.
  - 5.2.17. **Identification Marks:** All goods except bolts, nuts, split pins, washers, and similar goods must carry the identification mark of the Supplier on a surface where the mark is not detrimental to the quality of the equipment, and as far as possible visible after assembly.
  - 5.2.18. **Hard Marking:** All sub-assemblies supplied (new or reconditioned) must be hard marked with the contract number and date of delivery to the Buyer.
  - 5.2.19. **Flameproof Equipment:** All flameproof equipment must be hard marked with the approval number on a suitable place to be visible after assembly.
- 5.3. The Buyer may refuse to accept Goods or parts thereof in the case of non-compliance with the packaging requirements. The Seller expressly waives any and all claims that it may suffer as a consequence of the non-compliance with the packaging requirements.
- 5.4. All packaging must be clearly marked and/or labelled with the Buyer's name, the Purchase Order number and the Delivery Address. If the Seller fails to comply with any requirements contained in this clause or any other clause in the Agreement, the Buyer shall be entitled to claim, from the Seller, any costs incurred and / or damages suffered by virtue of such non-compliance.

## 6. VARIATIONS AND ADJUSTMENTS

- 6.1. Variations to the Supply of Goods under this Agreement may be initiated by the Buyer at any time prior to the delivery of the Goods, either by an instruction or by a request for the Seller to submit a proposal.
- 6.2. If the Buyer requests a proposal, prior to instructing a Variation, the Seller shall respond in writing, within seven (7) days from receipt of such request, or certain longer period upon written consent by the Buyer, by submitting:
  - 6.2.1. A description of the proposed goods to be supplied and;
  - 6.2.2. The Seller's proposal for adjustments to the contract price;
  - 6.2.3. A projected date of delivery for the proposed Goods.
- 6.3. The Buyer shall within seven (7) days after receiving such proposal, respond with approval, disapproval, or comments.

6.4. Where a variation results in an adjustment to the Contract Price, the adjustment shall be discussed and determined by the Parties to this Agreement.

6.5. No such variation shall affect the continuation of this Agreement or any amendments thereto.

## **7. INSURANCE**

7.1. In addition to maintaining adequate levels of insurance as required by law, the Seller shall be responsible for effecting and maintaining insurance adequate to cover all risks and liabilities under this Agreement. Satisfactory evidence of such insurance and payment of current premiums shall be made available to the Buyer upon request.

7.2. The costs of the insurances shall be for the Seller's account and shall be deemed to be incorporated into the Seller's Contract Price.

## **8. PROPERTY AND RISK**

8.1. Risk in the Goods shall pass to the Buyer upon the Goods being delivered to the Delivery Address in the correct quantity, and in a condition approved by the Buyer.

8.2. The Buyer shall not assume any risk on delivery if the Goods are received in a damaged condition or, if there are any discrepancies or variances of any kind between the Goods and the Goods described in the Agreement, until such time as the cause of the damage or extent of the discrepancy is ascertained and the cost and liability of replacement and or rectification is agreed in writing.

8.3. The Goods shall become the property of the Buyer, at whichever is the earlier of the following times and shall then be free from liens and other encumbrances when the Buyer has made full payment to the Seller for Goods supplied or to be supplied.

8.4. All tools, equipment, and materials which the Seller requires in the performance of its obligations under the Agreement shall be and remain at the sole risk of the Seller, whether or not they are situated at the Delivery Address or Site of the Buyer.

8.5. Neither the assumption of risk or ownership, as defined in this clause, nor the making of any payment whatsoever shall prejudice the Buyer's rights of rejection or any other right or remedy, whether under this Agreement or at law.

## **9. REJECTION**

9.1. The Buyer reserves the right to reject any Goods supplied which in its opinion fails to comply fully with the requirements set out in this Agreement.

9.2. In the event of rejection as defined herein, the Buyer shall have the right to demand the removal and replacement of the Goods. Should the Seller fail to provide a rectification plan within a period of 7 days from the date of the demand aforesaid or the parties cannot agree on a replacement plan/date the Buyer shall have the right to:

9.2.1. Purchase replacement goods from a source other than the Seller;

9.2.2. Terminate the Agreement.

- 9.3. Should the Seller fail to adhere to the demand as set out in clause 9, then in that event, should the Buyer elect to purchase Goods from a source other than the Seller, the Seller shall be held liable for any loss or damages (all general costs and special costs which includes consequential damages and losses) suffered by the Buyer due to its failure to comply with the requirements of this Agreement.
- 9.4. In the event of termination of the Agreement the parties shall reconcile and effect remuneration for all Goods supplied up to the date of termination where such Goods are acceptable and compliant with the requirements of the Agreement and reconcile and return any monies paid in advance by the Buyer for Goods where performance was not affected.
- 9.5. The Seller will be liable for all such costs associated with the removal, transportation, handling, and replacement of the rejected goods.

## **10. INVOICING, PAYMENT AND SET OFF**

- 10.1. The contract price shall be set out elsewhere in this Agreement. No variation to the prices set out in this Agreement shall be permitted save where a mechanism for price variation is provided for in this Agreement, or as agreed to by the Buyer.
- 10.2. The Seller shall pay all taxes, duties and fees required to be paid by it under the contract, and the Contract Price shall not be adjusted for any of these costs.
- 10.3. The Parties further agree to payment for the Goods strictly in accordance with the payment terms of this Agreement:
- 10.4. Payment of monies due shall be made in accordance with the Agreement, provided that invoices are correctly addressed, completed and presented in accordance with the requirements herein. All invoices which are incorrectly completed or submitted shall be returned to the Supplier unpaid to be corrected and re-submitted.
- 10.5. Except for the Final Payment, the Buyer shall make all payments in thirty (30) calendar days upon receipt of the invoices and required supporting documents from the Seller and will be liable for interest calculated on the basis of the applicable REPO rate as issued by the Reserve Bank of South Africa. Delay in payments from the Buyer will be considered as cause of delay in Supply of Goods from the Seller, and no claims of damage will be claimable by the Buyer from the Seller based on such delays.
- 10.6. The original tax invoice shall:
  - 10.6.1. State the Buyer's VAT Number
  - 10.6.2. State the Seller's VAT number
  - 10.6.3. State the Purchase Order number;
  - 10.6.4. Be itemized
  - 10.6.5. Show VAT calculations separately;
  - 10.6.6. Include details of where and to whom the tax invoices must be addressed.
  - 10.6.7. Be submitted to the Buyer by no later than the 25<sup>th</sup> of each month.
- 10.7. No payment by the Buyer shall constitute any admission as to the proper performance by the Seller of its obligations, and the Buyer reserves the right to deduct or set off any losses and damages suffered by it from any payment due to the Seller. Any set off values shall be communicated to the Seller in writing.

## 11. LIABILITIES AND INDEMNITY

- 11.1. The Seller shall be liable for and shall indemnify and hold harmless the Buyer, its employees, agents, and sub-contractors against any and all liabilities resulting from supplying the Goods.
- 11.2. The Seller shall be liable for and shall indemnify and hold harmless the Buyer, its employees, agents and sub-contractors against any and all liabilities resulting from personal injury, death, loss or damage to any property which may arise from any act, omission, negligence, or wilful misconduct of the Seller, the Sellers' employees, agents or sub-contractors out of or in consequence of any operations under this Agreement, and the Seller indemnifies the Buyer against all actions, demands, damages, costs, charges and expenses arising in connection therewith.
- 11.3. The Buyer's total liability arising under or in connection with this Agreement whether in delict (including negligence or breach of statutory duty), contract, misrepresentation, frustration or otherwise, shall be limited to the payment of the Contract Price only and the Seller indemnifies the Buyer against any claims, however arising, that exceed this limitation.

## 12. FORCE MAJEURE

- 12.1. If either party is prevented or impeded from performing its obligations under this Agreement by reason of Force Majeure, it shall give notice to the other party within 7 days of it became aware or ought to have been aware of such event stating the circumstances constituting Force Majeure and the extent thereof. The obligations of the parties shall thereupon be suspended for so long as the circumstances of Force Majeure may continue and neither party shall be liable to the other for breach or failure to perform its obligations under this Agreement if it is unable to do so under the circumstances of Force Majeure.
- 12.2. A party affected by Force Majeure shall use every reasonable effort to minimise the effects of Force Majeure and shall promptly resume performance of its obligations as soon as is reasonably possible after removal of the circumstances of Force Majeure.
- 12.3. If Force Majeure causes the prevention of any of the requirements of this Agreement being performed by the Buyer or the Seller for a period of sixty (60) days, the Buyer shall be entitled by written notice to the Seller to terminate this Agreement forthwith.
- 12.4. If the Seller is prevented from performing any of its obligations under the Agreement by Force Majeure of which notice has been given under clause 12.1, and suffers delay by reason of such Force Majeure, the Seller shall be entitled to an extension of time, to the delivery date, for any such delay if performance is or will be delayed.
- 12.5. The Seller waives any claim for any loss of use of any works or goods, loss of profit, loss of any contract and/or consequential loss or any form of damages (inclusive of general damages) which may be suffered by the Seller howsoever arising out of an occurrence of a Force majeure.

## 13. SUB-CONTRACTING

- 13.1. The Seller shall not, without the prior written consent of the Buyer, assign, and sub-contract or transfer any part of its right or obligations under this Agreement.

#### **14. BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBB-EE)**

- 14.1. The Buyer is committed to comply with the provisions of the Mining Charter minimum requirements as amended from time to time, minerals, petroleum, and resources development Act (MPRDA) and the provisions within the Bakubung Social and Labour Plan (SLP) requirements to furthering Black Economic Empowerment (BEE) in South Africa. In order to ensure the Buyer's compliance with the above commitments, the Seller undertakes to strictly comply with the provisions of this clause 14.
- 14.2. The Seller's BEE status shall not be below level 4.
- 14.3. The Seller's BEE equity ownership shall at all times during the execution of the Services be not less than 51%.

#### **15. DEFECTS LIABILITY**

- 15.1. The Seller shall, as soon as reasonably practicable and at the Buyer's sole discretion, repair, replace or give credit for the full value of any of the Goods which are or become defective during the period of 12 months from the date of passing of ownership where such defects occur under proper usage and are due to faulty design, erroneous use data provided by the Seller or inadequate or faulty materials or workmanship or any other breach of the Seller's warranties, express or implied. Repairs and replacement parts shall themselves be subject to the foregoing obligations for a period of 12 months from the date of repair or replacement.
- 15.2. The Seller shall not be liable for any repairs or replacement if and to the extent that such defect or damage is caused by the proven negligence of the Buyer, its employees, agents, or sub-contractors.
- 15.3. Should the Seller fail to remedy the defect within fourteen (14) days of notification, or a longer period mutually agreed to by the Parties, then the Buyer may, at the cost of the Seller, have the Goods repaired/ replaced by a source other than the Seller.

#### **16. TERMINATION**

- 16.1. The Buyer shall have the right to terminate this Agreement forthwith by notice to the Seller:
  - 16.1.1. in the event the Seller becomes bankrupt or insolvent or any order is made, or resolution passed for the winding up, liquidation or dissolution of the Seller, or if any act is done or event occurs which (under applicable laws) has a similar effect to these acts or events;
  - 16.1.2. If the Seller fails to perform or observe any of the terms of this Agreement in any material respect, and in the case of breach capable of remedy fails to remedy same within 14 days, notwithstanding that the Seller has taken steps to remedy such breach;
  - 16.1.3. If the Seller fails to remedy any failure to supply acceptable Goods in accordance with the requirements of this Agreement;
  - 16.1.4. At any time by giving not less than thirty (30) days' notice in writing to the Seller.

- 16.1.5. if the Seller is found, at any time during the term of this Agreement, to have made any knowingly false or misleading representations in any declarations or information supplied at any time to the Buyer either prior to or subsequent to the commencement of this Agreement.
- 16.2. No remuneration or compensation shall become due to the Seller in respect of any period after termination of this Agreement, with the exception of monies previously and correctly accrued under this Agreement.
- 16.3. In the event of termination, the Seller shall return all information or materials provided or paid for by the Buyer in relation to this Agreement.
- 16.4. Termination shall be without prejudice to any accrued rights or remedies or any continuing obligations of either party.

## **17. ADVERTISING AND CONFIDENTIALITY**

- 17.1. The Seller shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws.
- 17.2. The Seller shall not publish, permit to publish, or disclose any particulars of this Agreement to a third party including any trade or technical paper or elsewhere without the written consent of the Buyer.

## **18. WAIVERS**

- 18.1. No failure, neglect or indulgence granted, on behalf of the Buyer or its representatives, to enforce any of the terms and conditions of this Agreement shall be considered as a waiver of the terms and conditions of this Agreement, unless expressly stated to be a waiver in writing by the Buyer. A waiver by the Buyer on one occasion shall not be construed as permitting a waiver at any time in the future.

## **19. SEVERANCE**

- 19.1. Any provision of this Agreement which is declared void or unenforceable by any competent and approved forum shall to the extent of such invalidity or un-enforceability be deemed severable and shall not affect the other provisions of this Agreement, which shall continue unaffected.

## **20. AMENDMENTS**

- 20.1. This is the entire Agreement between the parties and any amendments hereto including this clause or any additional Agreements hereto must be reduced to writing and signed by duly authorised representatives from both parties.

## **21. GOVERNING LAW**

- 21.1. This Agreement shall be construed and governed in all respects by the laws of the Republic of South Africa.

## **22. DISPUTE RESOLUTION**

- 22.1. If a dispute arises between the parties in connection with or arising out of the Agreement concerning any of the rights and/or obligations of any party hereto, both parties shall attempt to settle the dispute amicably before the commencement of arbitration. Unless settled amicably any dispute shall be finally settled by arbitration.
- 22.2. Unless otherwise agreed, in writing, by both parties:
- 22.2.1. The dispute shall be finally settled by arbitration conducted in terms of the Rules for the Conduct of Arbitrations, latest edition as published by the Association of Arbitrators Southern Africa;
- 22.2.2. The dispute shall be settled by a single arbitrator, appointed in accordance with the Rules aforesaid, and whose decision shall be final and binding on the parties.

### **23. SERVICE OF NOTICES**

- 23.1. The parties choose the address stated in the Form of Agreement section of this Agreement, as their *domicilium citandi et executandi* for the service of legal processes under this Agreement, and other documents or communications of whatsoever nature arising from this Agreement.

**Contents**

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## **PART 3**

### **SPECIFICATION**

## **SECTION 1**

### **CONTRACT WORKS SPECIFICATION**

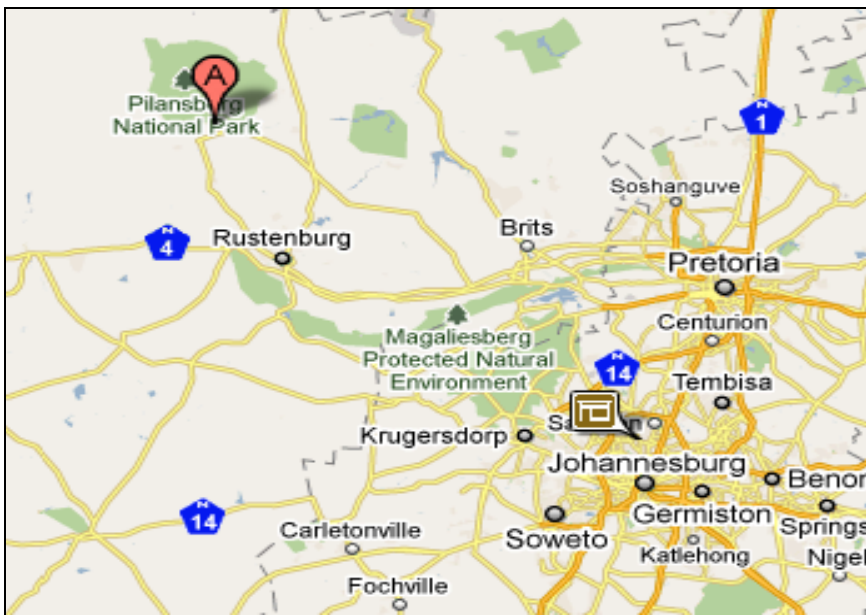
## 1. INTRODUCTION

Wesizwe Platinum is developing the Bakubung Project, a PGM mine and concentrator complex located on the western limb of the Bushveld Complex, approximately 30km north of Rustenburg on the farms Ledig 909 JQ and Frischgewaagd 96 JQ. The mine comprises Merensky and UG-2 reefs which shall be mined and processed concurrently. The execution phase of the mining portion of the Bakubung Project has already commenced.

## 2. SITE DETAILS

The Site is situated near Sun City on the Bakubung Mining lease area, approximately 45 km north from Rustenburg.

Figure 1.1 below indicates the location of Bakubung Platinum Mine in relation to the Republic of South Africa and the North-West province.



Rustenburg normally receives about 513mm of rain per year, with most rainfall occurring mainly during mid-summer. It receives the lowest rainfall (0mm) in June and the highest in (101mm) in January. The monthly distribution of average daily maximum temperatures shows that the average midday temperatures for Rustenburg range from 19.3°C in June to 29.4°C in January. The region is coldest during July when the mercury drops to 1.7°C on average during the night.

## 3. SCOPE OF WORK

The scope of work includes the supply, fabrication, trail assembly, delivery and offloading on site of the Surface Piping Valves at the Bakubung Platinum Mine.

The scope of work is more fully described and detailed in “Annexure A – Scope of Work”, attached to this part 3 of the document.

## 4. PROJECT CONDITIONS

### 4.1 General Safety, Health and Environmental Requirements

The Seller shall confirm with the following requirements:

- a) Regulations of the Mines and Works Act, Act 27 of 1956, Mine Health and Safety Act, 1996, Act 29 of 1996,
- b) Regulations of the Occupational Health and Safety Act, Act 85 of 1993,
- c) Safety practices consistent with Employer Safety Policy and Occupational Health and Safety Advisory Service (OHSAS) 8001,
- d) National Environmental Management Act, Act 107 of 1998,

The Seller shall acquaint himself with all and any standards and requirements laid down by authorities including, but not limited to Local Authority and Provincial or Government Administration for the work to be executed and shall abide by such standards and requirements throughout the duration of the contract.

These documents shall be used in conjunction with and not in place of all other applicable safety documents, legislation and regulations in force at the time of the Agreement. Where unique site safety documents are in force, those safety documents shall take precedence.

The Seller will comply with the Buyer's safety/security regulations.

## **5. SELLER'S DOCUMENTATION**

### **5.1 Quality Assurance**

The Seller shall have a formal Quality Control Plan and Quality Management Programme which shall be based on ISO 9001 and ISO 9002 guidelines, and which shall encompass all activities of design, procurement, sub-contracting, manufacture, document preparation and control and the delivery of all items required for the works.

The Seller shall submit to the Buyer with his tender, details of his proposals to meet the requirements of the Employer's Quality Management Programme and Quality Control Plan Specifications.

All work covered by this scope of work shall be subject to inspection and expediting, during the course of manufacture and on completion.

- Progress planned and achieved,
- Work performance,
- Delays occurred, reason and duration,
- Access problems, reason and duration,
- Problems encountered and remedies employed,
- Health safety and environmental observations and/ or incidents, and the remedial action taken,
- Any additional information which the Engineer requires.

### **5.2 Fabrication and Delivery Schedule**

A detailed fabrication schedule should be submitted with the tender and will be required prior to commencement of fabrication of the Goods.

In addition thereto, the Seller should submit a detailed manufacturing and delivery schedule.

**APPENDIX A – SCOPE OF WORK**

**APPENDIX B – REGISTER OF SPECIFICATIONS, STANDARDS, POLICIES AND REGULATIONS  
APPLICABLE TO THE SPECIFICATION**

Notwithstanding the Seller's responsibilities as stated elsewhere herein, the Seller will further comply with the following standards, policies and specifications and regulations:

<b>No</b>	<b>Description of Acts and Regulations</b>
1	The Minerals Act No. 50 of 1991 read together with the Regulations to the Mines and Works Act, 1956 as amended
2	The Occupational Health and Safety Act No 85, 1993 (including the Construction Regulations as amended in 2003)
3	The Basic Conditions of Employment Act, 1997, as amended
4	The Unemployment Insurance Act, 2001, as amended
5	The Mines Health and Safety Act, 1996
6	The Compensation for Occupational Injury and Diseases Act, 1993, as amended
7	The Labour Relations Act, 1995, as amended
8	The Explosives Act, 1956, as amended
9	The Water Act, 1998, as amended
10	The Atmospheric Pollution Prevention Act, 1965, as amended
11	The Environmental Conservation Act, 1989, as amended
12	The Hazardous Substances Act, 1973, as amended
13	The Health Act, 1977, as amended
14	Any other laws and regulations affecting the works

**Table A-1 – Acts and Regulations**

**PART 4**  
**BILL OF QUANTITIES**

**SECTION 1**  
**PREAMBLE TO BILL OF QUANTITIES**

1. **PRICED CONTRACT WITH BILL OF QUANTITIES** 1.1 A *bill of quantities* comprises a list of work items and quantities, based on standard methods of measurement, which are either published or stated herein, stating the items to be included and how quantities are to be calculated.

*Tenderer's* price items, taking account of information in the document and include for all matters, which are at the *tenderer's* risk.

2. **BILL OF QUANTITIES**

The *bill of quantities* / Bill of Provisional Quantities is to be read in conjunction with the general conditions of contract, and the works information.

- 2.1 The *bill of quantities* comprises items covering the *Seller's* profit and costs of Providing the Works.

Although the *Seller* is at liberty to insert a rate of his own choosing for each item in the *bill of quantities*, his attention is drawn to the fact that the *Seller* has the right, under various circumstances, to payment for compensation events and that the *Project Manager* will base his assessment of the changed for compensation events on the rates inserted in the *bill of quantities* by the *Seller*.

Clause 8 of each Standardized Specification for Civil Engineering Construction (SANS 1200) and the measurement and payment clause of each particular specification, read together with the relevant clauses of the works information, set out what ancillary or associated activities are included in the rate for the operations specified.

Descriptions in the *bill of quantities* are abbreviated and the Bill has been drawn up generally in accordance with the measurement rules contained herein as well as the latest issue of South African Bureau of Standards, Standardized Specification for Civil Engineering Construction as amended by the Amendments to the Standardized Specification but, should any of the terms of the Bills conflict with any requirement for measurement or payment given in a specification and/or measurement rules, the requirement of the measurement rules shall prevail

Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

At no stage during the currency of the contract are the quantities contained in these schedules to be used for ordering purposes. No claims whatsoever arising due to these schedules being used for ordering will be entertained.

For more specific definitions and the allowances to be made reference should be made to the measurement and payment preambles herein as well as the detailed description of the item in the specific *bill of quantities*.

**Rates and Prices**

- 2.2 The rates and prices inserted in the *bill of quantities* are deemed to be the full inclusive value of the work as described including all costs and expenses which may be required in, and for the speedy, efficient, and safe execution of the work described together with all general risks, liabilities and obligations set forth or implied in this enquiry documents.

Items against which a rate or price has not been entered are deemed to be covered by rates or prices in the *bill of quantities*.

Items which are required to be inserted in the *bill of quantities* by the Seller, and which have not been duly inserted, are deemed to be covered by other rates or prices in the *bill of quantities*.

Rates and prices in the *bill of quantities* shall fully reflect the Seller's proposed method of working.

The rates to be inserted in the *bill of quantities* are to be the full inclusive prices to the Buyer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in, and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the tender documents.

Rates inserted in the *bill of quantities* shall allow for all abnormal working hours as may be necessary to provide the Works.

The rates and prices are deemed to include (unless otherwise specifically stated in the *bill of quantities* or herein) all the relevant costs in the Schedule of Cost Components of the General Conditions of Contract and shall include but not be limited to the following additional cost components: -

- a. Transporting to *site*, lowering, and raising, fitting and fixing of plant and equipment in position and all necessary maintenance thereof, and removal and disposal of Seller's plant and equipment of *site*,
- b. Overhead charges and profit

The Seller is deemed to have obtained all the necessary information required to price the fixing item and no claim will be considered resulting from lack of knowledge in this respect.

The sum total of the various rates or prices when applied to those items contained within the *bill of quantities* which have been quantified (in accordance with the measurement rules hereinafter described), excluding rate only items if any, shall be fully representative of the total cost of executing the Works in accordance with the enquiry document and accompanying drawings and specifications.

**3 MEASUREMENT RULES**

The rates are to be inclusive of any general or local custom with the units and methods of measurement as defined below and are the sole methods to be used for measurement and pricing of the works which the Seller has completed for each item.

**Units Of Measurement 3.1** The following Units of Measurement and abbreviations shall be used:

<u>Unit</u>	<u>Abbreviation</u>
Millimetre	mm
Metre	m

Square Millimetre	mm <sup>2</sup>
Square Metre	m <sup>2</sup>
Hectare	ha
Cubic Metre	m <sup>3</sup>
Kilogram	kg
Deci cubic metre	dm <sup>3</sup>
Tonnage	t
Number	No
Hour	hr
Day	d
Week	wk
Sum	sum
Item	item

**Computing Quantities 3.2** Notwithstanding any general or local custom, the methods and units of measurement are those reflected in the *bill of quantities*.

The quantities shall be computed net from the Drawings or other Technical Information, unless otherwise directed, and no allowance shall be made for bulking, shrinkage, and waste. Each measurement shall be taken to the nearest whole centimetre. Fractions of a centimetre less than half shall be disregarded, and all other fractions shall be regarded as whole centimetres. This rule shall not apply to any dimensions stated in descriptions.

The items and quantities stated within the *bill of quantities* have been measured as accurately as information available at the time of preparation of the Bill allowed. The work described and / or the quantities may vary as modifications, change, and extra works are inevitable to varying degree. However, the broad scope of the works will remain unchanged and generally as described.

In the event of modifications, changes or extra Works, the items of Works affected shall be re-measured in accordance with the rules stated hereinafter and reimbursed at the applicable rate or price inserted at the time of the tender submission within the Bill of quantities. Where in the event, application of an individual rate or price is deemed either party to be inequitable and/or inapplicable in all circumstances reimbursement will be at a rate or price to be determined by the *Project Manager*.

**Work Classification 3.3** The Classification of Work and respective Cost Codes contained with the *bill of quantities* shall not be deemed indicative of or interpreted as governing method of work or operational activity but have been devised solely for the purpose of analysing cost into clear and separately identifiable elements principally for *Buyer* cost control procedures.

**Item Description 3.4** Item descriptions are in general written “short” and reference should be made in all cases to the other parts of these Enquiry Documents and the accompanying drawings and specifications as applicable for the full intent and meaning of particular items.

Rates inserted for items, which contained indicative quantities in the item description, shall not be adjusted unless a change or variation affects the item as stated. The quantities given in the item description must therefore be regarded as indicative of the amount of work to be carried out but the *Seller* has made reference to the drawings and

specifications when determining the value of such items.

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## **SECTION 2**

### **BILLS OF QUANTITIES**

**BILL OF QUANTITIES FOR THE SUPPLY AND INSTALLATION OF ADDITIONAL FENCING TO THE ACCOMMODATION AREA AT THE BAKUBUNG PLATINUM MINE – GABONEWE ESTATE**

**PART 5**  
**SELLER'S DOCUMENTS**

**SECTION 1**  
**LETTER OF TENDER**

**LETTER OF TENDER**

<b>SUBJECT</b>	Tender Submission for the Supply and Installation of Additional Fencing to the Accommodation Area At the Bakubung Platinum Mine – Gabonewe Estate
<b>FOR</b>	BAKUBUNG MINERALS (PTY) LTD
<b>ENQUIRY NO</b>	WES/TEN/2025/00036

The Chairman and Directors,

Sirs,

We have examined the Tender Enquiry Document complete with the Instruction to Tenderers, the Conditions of Contract, Specification, Drawings, Bill of Quantities, the Other Schedules and all Annexures, for the supply of the above-named Goods.

We offer to supply the Goods and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of

\_\_\_\_\_ or such other sum as may be determined in accordance with the Conditions of Contract.

The tender shall be Valid for Ninety (90) days from the date of submission.

If this offer is accepted, we will provide the specified documents and commence with the supply and manufacturing of the Goods as soon as is reasonably practicable and complete the supply and manufacturing of the Goods in accordance with the above-named documents within the time required and before the Delivery Date.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorised to sign tenders for an on behalf of

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION 2**

### **ANNEXURES**

## **INTRODUCTION**

This Part of the Tender Document includes the data and information to be supplied by the Tenderer. Upon award of the Contract to the successful Tenderer, the information supplied herein by the Tenderer will become the Annexures.

## **ANNEXURE A**

### **PROCUREMENT AND DELIVERY SCHEDULE**

The Tenderer is to submit a detailed procurement and delivery schedule as part of the tender document.

The schedule must include line items for completion and manufacturing, as well as the delivery of all items of Goods as per the Schedule of Quantities.

## **ANNEXURE B**

### **SAFETY, HEALTH AND ENVIRONMENTAL PLAN**

The Tender shall operate a Safety, Health and Environmental Management system which comply with the highest requirement of applicable legislation the Buyer's regulations and submit details of his Safety, Health and Environmental programme.

The following documentation must be provided with the contract submittal. Should the requested information not be provided then it would be assumed that it does not exist.

- 1) Safety, health, and environmental policy statements. (Signed and dated.)
- 2) Provide copies of certificates should you have any valid certifications / audits of international SHE Management systems such as NOSA, OHSAS and / or ISO. This will definitely be an advantage.
- 3) Provide an overview of your SHE Management system should you not hold any valid certifications / audits of international SHE Management systems such as NOSA, OHSAS and / or ISO.
- 4) Provide an overview of your risk assessment process (methodology i.e. how, when, who, what, where, why) as well as examples of completed assessments (baseline risk assessments and issue-based risk assessments).

**The above information must be contained in a folder with a contents page and dividers between various documents. The same numbering system as is reflected within this document, to be adopted. The folder must then be submitted as an annexure to the contract document**

## **ANNEXURE C**

### **QUALITY ASSURANCE PROGRAMME**

The Contractor will operate a Quality Assurance Management system which complies with the intent of ISO 9000 and submit details of his Quality Assurance programme with his contract

**ANNEXURE D**

**CASH FLOW PREDICTION**

The anticipated monthly cash flow based on proposed Contract Price.

The cash flow prediction shall in no way affect the terms of payment as stated elsewhere in this document

<b>MONTH</b>	<b>RANDS</b> <b>(VAT exclusive)</b>

**ANNEXURE E**

**DECLARATION OF INSURANCES**

The Tenderer is required to provide a letter from Insurers stating which policies and covers are in place. In addition, thereto, Tenderers will be required to provide all required insurances as stated within the conditions of contract as included under Part 2 of this document for the purposes of concluding a contract document with the successful tenderer.

<b>COVER</b>	<b>INSURER</b>	<b>POLICY NO</b>	<b>LIMIT</b>

**ANNEXURE F**

**TAX CLEARANCE CERTIFICATE**

The Tenderer is required to provide a valid Tax Clearance Certificate from the South African Revenue Services (SARS) with his tender submission.

**ANNEXURE G**

**BEE CERTIFICATE**

## **ANNEXURE H**

### **LETTER OF GOOD STANDING FROM THE COMPENSATION COMMISSIONER**

The Tenderer is required to provide a valid letter of good standing from the Compensation Commissioner with his tender submission.



## **ANNEXURE J**

### **AUTHORISATION TO SUBMIT TENDER**

The Tenderer needs to submit a board resolution authorising the Tenderers Representative as identified in a cover letter to Tender to; compile and submit a tender at the time, date and place and in a manner described within the Enquiry; and to attend such meetings as may be convened by the Buyer from time to time and conduct such negotiations until the Scope identified in Section 3 Specification and Addenda is either suspended, terminated, cancelled or awarded at the sole discretion of the Buyer.