



REQUEST FOR PROPOSAL

TLB TENDER

AT PALESA COAL

RFP Number:	P0020/25
Issue Date:	25 March 2025
Closing Date:	08 April 2025
Closing Time:	12H00
Deliver Sealed Proposal to:	HAND DELIVER

Confidential

All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFP only.

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PART A - INSTRUCTIONS FOR RFP

1 BACKGROUND AND INVITATION

- 1.1 HCI Resources (Pty) Ltd ("**HCI Resources**") is a subsidiary company of Hosken Consolidated Investments Limited, a listed company on the Johannesburg Securities Exchange.
- 1.2 Palesa Coal (Pty) Ltd ("**Palesa**") is a wholly owned subsidiary company of HCI Resources.
- 1.3 Palesa hereby issues this Request for Proposal ("**RFP**") and seeks to engage with independent contractors/managed service providers (hereinafter referred to as "**Tenderer**" or "**Contractor**") to provide a complete managed service in accordance with the scope of work and requirements set out in the document attached hereto and marked as Part B ("**Scope of Work**").
- 1.4 Interested Tenderer's should carefully examine this RFP, the Scope of Work, and other requirements as defined, and which may arise before submission of a proposal in respect of the RFP.
- 1.5 The table below lists certain key dates and activities relevant from time of issuance of the RFP up to and until the closing date.

No	Description	Start Date/Time	End Date/Time
1.	RFP issued (issue date)	25 March 2025	
6.	Tenders due (closing date and closing time)		08 April 2025 @ 12 Midday

- 1.5.1 All dates and times in this RFP are South African Standard Time.
- 1.5.2 Palesa reserves the right to deviate from the dates/times set out in this RFP.

2 TENDERER'S INFORMATION

The following information is required to be submitted:

2.1 Cover letter

2.1.1 The Tenderer shall be required to include a cover letter to its response/proposal (as required in Annexure 1) signed by a person of suitable authority to commit the tendering company to the RFP (the person or person signing the proposal must be legally authorized by the Tenderer to do so). This cover letter must state that "We have examined the information provided in the RFP document and submit our proposal herewith in accordance with the requirements as set out (reference number P0020/25). This complete proposal and agreed amendment/s will be valid for acceptance until **12:00 (midday)** on **08 April 2025 ("Expiry Date")**, and we confirm that this RFP will remain binding upon us and may be accepted by Palesa at any time before the Expiry Date."

2.2 Tenderer Information, Shareholders and Directors

2.2.1 The Tenderer shall submit as part of its response/proposal the information and supporting documentation as required in Annexure 2.

2.3 Contact Information

2.3.1 The Tenderer shall submit as part of its response/proposal the required information as required in Annexure 3.

3 RFP PRICE, ANNUAL PRICE REVIEW AND PAYMENT TERMS

3.1 RFP price

3.1.1 The Tenderer shall submit as part of its response/proposal the information required in Annexure 4.

3.1.2 Prices must be quoted in South African Rand exclusive of Value-Added Tax ("**VAT**") in terms of the Value-Added Tax Act, 1991.

3.2 **Annual Price Review**

- 3.2.1 Palesa shall give preference to fixed RFP prices where the tariffs of the contract shall remain fixed for the full duration of the order process.

3.3 **Payment terms**

- 3.3.1 Payment terms shall be 30 (thirty) days after the statement date on which the complete managed service was provided and subject to the correct statement submitted. The payment terms are further subject to Palesa's standard terms and conditions.

3.4 **Method and timing of payment**

- 3.4.1 Payment shall only be effected by means of electronic fund transfer and no payments by cheque or cash shall be made. Banking details must be shown on all tax invoices which must comply with the provisions of the Value-Added Tax Act, 1991.
- 3.4.2 The Contractor shall invoice Palesa on a monthly basis, in arrears, within 3 (three) days of a calendar month end in order to qualify for payment at the end of the following month (e.g., November work month, all documentation together with the invoice must be received by 3 December to be paid by the end of December).

3.5 **VAT and Tax Compliance**

- 3.5.1 The Tenderer shall be registered for VAT in terms of the Value-Added Tax Act.
- 3.5.2 Tenderers must be compliant when submitting a proposal to Palesa and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 and Value Added Tax Act, 1991. It is a condition of this RFP that the tax matters of the successful Tenderer be in order, or that satisfactory arrangements have been made with South African Revenue Service ("**SARS**") to meet the Tenderer's tax obligations.

4 SUBMISSION OF PROPOSALS – CLOSING DATE AND TIME

Proposals must be submitted in sealed envelopes addressed, marked and delivered as follows (ensure checklist on page 16 of this document is completed in full):

Palesa Coal (Pty) Ltd
PALESA COAL – MINING
RFP No. POO20/25
Tenderer's Name – TLB Tender

4.1 Proposals must be delivered by hand to Procurement at:

4.1.1 HCI head office between 08:30 and no later than 12:00 on **08 April 2025** (Gallager House, 19 Richard House, L3 West Wing, Midrand 1685); or

4.1.2 Palesa Mine (Main Entrance), between 08:30 and no later than 12:00 **08 April 2025**. (Loopspruit Farm, KwaMhlanga, Mpumalanga, 1022).

4.2 The onus will be on the Tenderer to ensure that its proposal is correctly marked, addressed and delivered by hand to reach the above address/es prior to the closing date and time.

5 LATE PROPOSALS

5.1 Any proposal received after **12:00** on **08 April 2025** will be considered as a "late tender".

5.2 No late tenders will be considered, and no representations will be entertained in this regard whatsoever, without exception, irrespective of the prices, quality, service, and any other benefits offered to Palesa.

5.3 Proposals addressed and sent contrary to the above will not be considered.

5.4 **No Fax, Oral or E Mail proposals will be accepted.**

6 RFP VALIDITY PERIOD

- 6.1 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.
- 6.2 All proposals submitted shall remain valid and open for acceptance by Palesa for a 60-day period until 25 May 2025 ("**Expiry Date**").
- 6.3 Tenderers 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 finalized within the validity period.
- 6.4 Should a Tenderer fail to respond to a request for extension of the validity period before it expires, that Tenderer will be excluded from tender process.

7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, a RFP Clarification Request Form should be submitted as set out in paragraph 7.2 before 12:00 (midday) on **08 April 2025**, substantially in the form set out in Annexure 6 hereto.
- 7.2 The RFP Clarification Request Form shall be submitted via electronic mail to:

Contact	Email Address	Subject Header
Procurement	procurement@hciresources.co.za	P00020/25 TLB Tender

- 7.3 In the interest of fairness and transparency, Palesa's response to such a query may be published on the HCI Resources website.
- 7.4 After the closing date of the RFP, a Tenderer may only communicate with the Procurement Manager on any matter relating to its RFP proposal.

- 7.5 Tenderers are to note that any changes to its submission/proposal will not be considered after the closing date set out in this RFP.
- 7.6 It is prohibited for Tenderers to attempt, either directly or indirectly, to canvass any officer or employee of HCI Resources and/or Palesa in respect of this RFP between the closing date and the date of the award of the business.
- 7.7 Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with HCI Resources and/or Palesa for a specified period determined by HCI Resources and/or Palesa Coal in its sole discretion.
- 7.8 HCI Resources and/or Palesa may publish the outcome of this RFP on the HCI Resources website within 10 (ten) days after the award has been finalized.

8 CONSIDERATIONS OF PROPOSALS

- 8.1 Palesa shall consider all tenders timeously received, save for any provisions to the contrary contained herein.
- 8.2 Palesa shall use reasonable means to fairly assess proposals in arriving at its decision as to the outcome of this RFP, in accordance with established principles of good corporate governance and financial and commercial prudence.

9 ACCEPTANCE OF PROPOSAL

- 9.1 Palesa may in its sole and absolute discretion, accept or reject any proposal without furnishing reasons.
- 9.2 Palesa does not bind itself to accept any proposal and reserves the right to accept a proposal wholly or in part.
- 9.3 Proposals for the whole or a portion of the estimated requirements are acceptable.
- 9.4 The RFP will not be opened publicly.

- 9.5 To assist in the examination, evaluation, and comparison of proposals, Palesa may, at Palesa's discretion, request any Tenderer for clarification from the Tenderer in respect of its proposal.
- 9.6 Palesa or its representatives may carry out site inspections at the Tenderer premises to verify the capacity of the Tenderer to execute and provide the Managed Service according to the Scope of Work. Furthermore, equipment of short-listed companies may be inspected as part of the adjudication process.
- 9.7 Upon acceptance by Palesa of a proposal, the Tenderer shall be required to enter into an agreement with Palesa ("**Agreement/Order/Contract**").

10 TENDER ADJUDICATION

10.1 Clarification and Additional Information

- 10.1.1 Palesa reserves the right to call for any additional information or clarification it deems necessary in order to efficiently and effectively conduct its evaluation of a proposal in terms of this RFP.

10.2 Tender Information

- 10.2.1 Incomplete proposals can be disqualified at the sole discretion of Palesa and Palesa is not obliged to request for information after the closing date.
- 10.2.2 In the event that the Tenderer does not supply all the information required, or the information supplied is regarded as inconsistent with the other information supplied in the proposal, then Palesa shall have the right to require the Tenderer to supply such information within a period not exceeding 2 (two) business days.
- 10.2.3 If the Tenderer fails to supply the information required, or the information supplied is regarded as inconsistent with the other information supplied in the proposal before or after any requests for clarification, Palesa reserves the right to use the least advantageous information supplied by the other prospective Tenderers for that particular evaluation point to substitute for the evaluation of the aberrant Tenderers' proposal on that particular point.

11 DURATIONS OF SERVICES REQUIRED

- 11.1 The services of the successful Tenderer will be required until the completion of the services set out in the Scope of Work.
- 11.2 If during the currency of the Contract, the operations at the mine cease, are curtailed or Eskom Holdings SOC Limited has cancelled or amended its supply agreement with Palesa, Palesa shall be entitled to terminate the Contract or amend the Contract by giving sixty (60) days' written notice (or such other period as may be mutually agreed) to such effect to the Contractor without payment to the said Contractor of any damages whatsoever including, without limitation, consequential damages, loss of business and/or profits resulting from such termination.
- 11.3 The Tenderer will not have an expectation of this Contract being renewed at the expiry period of the Agreement/Order/Contract and no representation regarding renewal shall be valid and binding on Palesa unless recorded in writing and signed by both Parties.

12 GENERAL

- 12.1 All costs and expenses incurred by Tenderer in the preparation and submission of its proposal, including the making of any presentation (if applicable) shall be paid for by the relevant Tenderer.
- 12.2 No Tenderer submitting a proposal shall have any claim against Palesa and/or HCI Resources for any costs and expenses incurred in the submission of the proposal.

13 RFP EVALUATION CRITERIA

- 13.1 Palesa recognizes the need to participate meaningfully in the socio-economic transformation of South Africa. Whilst Palesa aims to support the country's socio-economic changes, it remains focused on achieving its business goals and hence the scorecard rating of the RFP will be used as qualifying criteria.
- 13.2 Palesa's appointed tender committee will evaluate the proposals received using a predetermined qualitative and quantitative method to evaluate the proposals received. Palesa undertakes to evaluate all such proposals in an equal manner, without introducing unfair biases into its evaluation.

- 13.3 Unclear or incomplete information provided will result in no points being allocated.
- 13.4 Tenderers must therefore ensure that all information is provided. The Tenderer shall submit as part of its response the information as required in Annexure 5.
- 13.5 Palesa shall give preference to SMME entities that are from its host communities and employ staff from its host communities.

14 SOCIAL RESPONSIBILITY

- 14.1 Palesa wishes to work with Tenderers who embrace the principle of Social Responsibility and demonstrate Corporate Social Responsibility by taking account of economic, social and environmental factors.
- 14.2 Bidding Tenderer should demonstrate what Corporate Social Initiative programmes they would undertake. These programmes must be within the Thembisile Hani District & Tshwane Region 7 and must be presented and reported to the Procurement Team on an annual basis.

15 INSURANCE AND INDEMNITY

- 15.1 For the duration of the Agreement/Order/Contract (to be concluded pursuant to this RFP), the Tenderer shall indemnify Palesa and obtain and maintain insurance at the Tenderers own cost to keep the Tenderer indemnified against the following risks:
 - 15.1.1 all necessary insurance in respect of its employees in terms of the prevailing legislation, including, without limitation, workman's compensation insurance, as required in terms of the provisions of Compensation for Occupational Injuries and Diseases Act, 1993.
 - 15.1.2 appropriate and adequate public liability insurance, which insurance shall include cover for occurrences on the Property arising out of the Agreement/Order/Contract and its employees', sub-contractor or other representatives' acts or omissions and the provision of the services; and
 - 15.1.3 appropriate and adequate insurance cover in respect of Tenderer equipment if necessary.

16 SAFETY REQUIREMENTS

- 16.1 The Tenderer shall be responsible for working within the requirements of the Minerals and Petroleum Resources Development Act, 2002 as amended, the Mine Health and Safety Act, 1996, the Mine Standard Procedures, Mine Code of Practices, Safety Rules and Specifications, Labour Relations Act, 1995, Basic Conditions of Employment Act, 1997 and any other applicable legislation. All codes of practices and safety standards shall be strictly adhered to. The Tenderer's equipment that will be provided and used by them at all times shall be subject to the standards set by Palesa and thereby subject to inspection and acceptance by Palesa at all times during the currency of the Agreement/Order/Contract.
- 16.2 Compliance with the above will not in any way relieve or limit the Tenderer's responsibility or liability in terms of the Agreement/Order/Contract or in law.
- 16.3 Tenderer employees shall always work and perform the services under the direct supervision, management and control of the Tenderer.
- 16.4 The successful Tenderer will be responsible for its staff's accommodation off-site if required. No on-site accommodation is available.
- 16.5 All the Tenderer employees shall, at such Tenderer's costs, undertake pre-employment medical examinations in accordance with the relevant legislation including the Mine Health and Safety Act, 1996 (as amended), such employees shall also be required to be re-examined medically following the return from annual leave taken by such an employee as well when the need for termination of employment arises. The Tenderer, and his employees, must arrange for exit medical examinations to be held before, or as soon as possible after termination of employment. If Palesa becomes aware that exit medical examinations are not performed by the Tenderer and its employees, Palesa may withhold final payment to the Tenderer. Palesa will notify the Tenderer of any employees found without medical certificates and clearance to provide the service required in a specific area and request that the Tenderer immediately removes their employee from the site.
- 16.6 To ensure that Tenderer site employees are aware of Palesa's onsite procedures, the Tenderer shall direct its employees to attend an induction/training course presented by Palesa or other Tenderer at regular intervals as requested by Palesa at the Tenderer's cost and expense. No Tenderer or its employees will be allowed to work at any mine site unless the induction programme has been completed.

- 16.7 A successful Tenderer shall be required to comply with Code of Practice Agreement/Orders/Contracts Pack Compliance HCI-SP-005 REV 02 (attached annexure) by no later than fourteen (14) days after receiving written confirmation from Palesa that it has been awarded the Agreement/Order/Contract in terms of this RFP. Should such Tenderer fail to comply, the Agreement/Order/Contract may be cancelled and awarded to another Tenderer.

17 SUB-CONTRACTING

- 17.1 No sub-contracting of services will be allowed.

18 GOVERNING LAW

- 18.1 Law governing this RFP and the Agreement/Order/Contract shall be the laws of the Republic of South Africa.

19 DATA PROTECTION

- 19.1 Palesa may, as part of assessing the proposal submitted in response to this RFP, be required to Process the Personal Information of Data Subjects accessible to Palesa through its engagement with the Tenderer submitting the proposal or otherwise supplied to it by the Tenderer, with Palesa acting in the capacity of an Operator in accordance with POPIA.
- 19.2 In circumstances where Palesa collects and/or otherwise Processes Personal Information of the Tenderer submitting the proposal in response to this RFP and/or any Data Subject in the capacity as a Responsible Party for purposes of assessing the proposal in accordance with this RFP, Palesa undertakes to only Process such Personal Information in accordance with POPIA and for the purpose specified in this paragraph 19. By signing any document in response to this RFP and/or submitting a proposal to Palesa, the Tenderer expressly consents to Palesa Processing such Personal Information for the purpose stated in this paragraph 19.

19.3 Palesa shall:

- 19.3.1 only Process the Personal Information on behalf of the Tenderer in terms of this RFP and in accordance with (i) any instructions, requirements or specific directions of the Tenderer, and/or (ii) POPIA.
- 19.3.2 treat the Personal Information as strictly confidential.
- 19.3.3 not disclose or otherwise make available the Personal Information to any third Tenderer, other than to an Affiliate in relation to a legitimate business purpose and/or to a subcontractor, provided that Palesa will ensure that it has entered into a written agreement with such third Tenderer ensuring that they agree to comply with the requirements set out in this paragraph 19 as it relates to them; and
- 19.3.4 take appropriate, reasonable technical and organizational measures as a means to ensure that the integrity of the Personal Information in its possession or under its control is secure and that such Personal Information is, as far as possible, protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by, having regard to generally accepted information security practices and procedures.

19.4 The Tenderer submitting a proposal in response to this RFP warrants that it shall only provide access to and/or otherwise supply Personal Information to Palesa in accordance with applicable laws, including all Data Protection Laws and shall at all times comply with Data Protection Laws when instructing or engaging the Palesa to Process such Personal Information on its behalf.

19.5 For the purpose of this paragraph 19:

- 19.5.1 **"Affiliate"** means with respect to any person (including juristic or natural), any other person (including juristic or natural) which, directly or indirectly, controls, is controlled by, or is under common control with, the former.
- 19.5.2 **"Data Protection Laws"** means applicable laws relating to the protection of Personal Information including but not limited to POPIA.
- 19.5.3 **"Data Subject"** bears the meaning assigned thereto under POPIA generally and for purposes of this RFP specifically means the Tenderer submitting a proposal in response to this RFP and its customers, suppliers and staff (including

permanent, fixed term and temporary employees as well as approved subcontractors, agents, consultants and independent contractors).

19.5.4 “**Operator**” bears the meaning assigned thereto under POPIA.

19.5.5 “**Personal Information**” bears the meaning assigned thereto under POPIA.

19.5.6 “**POPIA**” means the Protection of Personal Information Act, 2013 (as amended from time to time).

19.5.7 “**Processing**” bears the meaning assigned thereto under POPIA.

19.5.8 “**Responsible Party**” bears the meaning assigned thereto under POPIA.

20 STATUS / RELATIONSHIP

20.1 The relationship of the Tenderer to Palesa will be that of independent contractor and not that of labour broker, agent, employee, partner.

20.2 Nothing in this Agreement or in the conduct of the parties in relation to this Agreement shall be deemed or construed as creating a relationship of principal and agent, employment, partnership or joint venture between them.

21 PERFORMANCE

21.1 Regular meetings as determined by Palesa will be held in order to continuously evaluate the performance of the successful Tenderer.

21.2 The successful Tenderer will make their senior management available for any meeting requested within reasonable notice by Palesa.

22 DISCLAIMERS

22.1 Tenderers are hereby advised that Palesa is not committed to any course of action because of its issuance of this RFP and/or its receipt of proposals.

22.2 Palesa reserves the right to:

- 22.2.1 modify the RFP's services and request Tenderers to re-bid on any such changes/modifications;
- 22.2.2 reject any proposal which does not conform to instructions and specifications which are detailed herein;
- 22.2.3 disqualify proposals submitted after the stated submission deadline [closing date];
- 22.2.4 award an Agreement/Order/Contract in connection with this RFP at any time after the RFP's closing date;
- 22.2.5 award an Agreement/Order/Contract for only a portion of the proposed services which are reflected in the scope of work of this RFP;
- 22.2.6 split the award of the Agreement/Order/Contract between more than one Tenderer, should it at Palesa's discretion be more advantageous in terms of, amongst others, cost, or developmental considerations;
- 22.2.7 cancel the bid process;
- 22.2.8 validate any information submitted by Tenderers in response to this RFP. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a proposal, Respondents hereby irrevocably grant the necessary consent to Palesa to do so;
- 22.2.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 22.2.10 not accept any changes or purported changes by the Tenderer to the bid rates and quantities schedule after the closing date and/or after the award of the business, unless the Agreement/Order/Contract specifically provided for it;
- 22.2.11 cancel the Agreement/Order/Contract.

PART B - SCOPE OF WORK – TLB

SCOPE OF WORK

1. BACKGROUND

PALESA requires a capable service provider for Plant Hire - TLB. The service provider must employ suitably qualified personnel, adhere to safety, health, environmental and any other requirements, in accordance with such rules, regulations, laws and requirements of any competent authority including Eskom Power Generation, PALESA and HCI Coal as may apply in respect of Plant Hire - TLB.

2. Scope of Work

- TLB
A TLB Cat 422 or equivalent is required for use at the mine.
- Specification
Two-way radio, Safemine Collision Avoidance System & Fire Suppression.
- Hours of Operation
A minimum of 9 hours per day, five days per week, from Monday's to Friday's, excluding Public Holidays unless otherwise agreed to by both Parties. The successful Tenderer must be available as the need arises for work over the weekends and public holidays. Working hours 06:00AM to 16:00PM.
- Maintenance
Will be at the successful Tenderers' own cost and will comply with OEM standards.
- Responsibilities
 - Provide capable and competent operator(s) (Minimum Requirements - MQA Certification, Dover/Vienna testing, valid Driver's License and mine specific HIRA Certification)
 - 90% equipment availability required, should the successful Tenderer fail to achieve or maintain equipment availability, PALESA reserves the right (but shall not be obliged) to employ another Contractor at the successful Tenderer's cost, to fulfil its obligations.
 - Maintenance of equipment, keeping maintenance records of equipment up-to-date.
 - Equipment to be mine compliant at all times.
 - Weekly safety device inspections.
 - PALESA reserves the right to request the installation and maintenance of RFID (Radio Frequency Identification) tags onto vehicles for the account of the contractor.

- A detailed inspection (normally through an approved inspection authority appointed by the mine).
- 3 monthly compliance inspections as required by PALESA

The cost for tagging will be for the account of the Contractor

- PALESA reserves the right at all times to inspect the vehicles, and equipment brought onto or used on the Company's premises by the successful Tenderer and to check that their condition is of such a nature that it does not constitute a danger to persons and property. The successful Tenderer must rectify any defects identified immediately and the use of defective vehicles and equipment will be suspended until having been repaired or rectified.
- Comply with the standards as set out by PALESA, ESKOM and or any other Client.
- In the event that PALESA incurs penalties, fines or suffer damages due to the successful Tenderer's actions, they shall be liable for such penalties, fines or damages.
- The Contractor will be liable for the payment of any traffic or other fines levied.
- PALESA may communicate its dissatisfaction with any driver to the successful Tenderer and shall provide reasons for such dissatisfaction. The successful Tenderer shall upon demand from PALESA replace any driver within 12 (twelve) hours of such demand or such other time that is mutually agreed upon between the parties, if in the opinion of PALESA such driver is incompetent, negligent or otherwise unsuitable (ill, tired, etc.). No driver may exceed the legal requirements.
- The Contractor will comply with the Basic Conditions of Employment Act.
- All drivers must comply with all Cardinal Rules and must form part of the driver's employment contract, the daily driver's vehicle inspection sheet, must be kept by each driver in the vehicle and must be signed each day by the driver. The driver must be able to present such signed copy to PALESA at any time when requested to do so.

The Cardinal Rules are:

- "Road worthiness"
- "Buckle up"
- "No over speeding allowed"
- "No overloading allowed"
- "No dangerous driving allowed"
- "No driving under the influence of alcohol or drugs"
- "No talking on Cell Phone whilst driving"

- Diesel/Petrol

- Fuel will be provided for by PALESA.

1. ANNUAL PRICE ADJUSTMENT

1.1. The annual price adjustment will be calculated using the table of indicate

Cost	Weighting	Index	Table	April 2024 Base Figure
Labour	26%	SIEFSA	Table C4 wage rates	196.70
Electricity	4%	PPI	P0142.1 Table 1 PPI for final manufactured goods	216.73
Mining general/special purpose machinery	5%	PPI	P0142.1 Table 1 PPI for final manufactured goods	154.95
Mining: Rubber and plastic products	10%	PPI	P0142.1 Table 1 PPI for final manufactured goods P0142.1 Table	158.95
Mining: Structural and fabricated metal	10%	PPI	P0142.1 Table 1 PPI for final manufactured goods	157.41
Overheads headline items	7.50%	CPI	P0141 Table B1 CPI headline index	142.95
Overheads final manufactured goods	7.50%	PPI	P0142.1 Table A key figures	157.61
Profit and capital: CPI headline items	10%	CPI	P0141 Table B1 CPI headline index	142.95
Profit and capital: PPI coal and gas	10%	PPI	P0142.1 Table 4 – PPI mining	206.19
Fixed	10%	N/A	Efficiency improvement	

ANNEXURE 1: COVER LETTER

The tenderer shall submit on a company letterhead, a covering letter which includes the following paragraph:

“We have examined the information provided in the RFP document and submit our proposal herewith in

FILE REF	DOCUMENT CHECKLIST	YES	NO
A	Annexure 1 - Cover Letter		
B	Board resolution, duly authorizing the representative to enter into any contractual obligations on their behalf.		
C	Annexure 2 - Tenderer Information		
D	CIPC Enterprise Registration Certificate (COR14.3 or CM1)		
E	SARS Valid Tax Clearance Certificate		
F	COIDA Letter of Good Standing		
G	A valid B-BBEE certificate/affidavit (must be dated on or after 01st April 2022)		
H	Proof of business address (Utility account not older than 3 months)		
I	CIPC Certificate of current directors, auditors and public officers (COR39 or CM29)		
J	Certified colour copy of the ID of each of the directors.		
K	Proof of residence (Utility accounts/tribal authority/municipal letter) for each director. (not older than 3 months)		
L	Enterprise Share Holders Certificates (Share Certificate)		
M	Certified ID copies of all employees of the enterprise that will be utilized for this tender if successful.		
N	Proof of residence (Utility accounts/tribal authority/municipal letter for each employee)		
O	Annexure 3 - Tenderer Contact Details		
P	Annexure 4 - Pricing		
Q	Annexure 5 - Evaluation Criteria and references		

accordance with the requirements as set out (reference number) This complete proposal and agreed amendment/s will be valid for acceptance until **12:00 (midday) on 08 April 2025 (“Expiry Date”)** and we confirm that this tender will remain binding upon us and may be accepted by Palesa at any time before the Expiry Date”.

The tenderer shall also submit a company board resolution that duly authorizes the person tendering on behalf of the company to commit the tendering company to the RFP.

This shall be submitted as “Annexure 1” to the Proposal

ANNEXURE 2: TENDERER INFORMATION

Name of Company/Entity		Supporting documentation
Company Registration Number		COR 14.3 / CM1
VAT Registration Number		Valid Tax Clearance Certificate
Income Tax Registration Number		Valid Tax Clearance Certificate
Workmens Compensation Number		Valid COIDA Letter of Good standing
BBBEE Level		BBBEE Certificate/affidavit (<12 months)
Street address of Company	Postal address of Company	3rd party utility bill or similar reflecting registered Company name and Street address (not older than 3 months)
Postal Code	Postal Code	
Full Name and Surname of Company Directors(as per RSA ID) (indicate which directors are Executive/Non Executive/Independent)		COR 39 / CM 29
		ID colour copy of each Director
		Proof of residence for each Director(3rd party Utility bill/Tribal authority/municipal confirmation letter - Not older than 3 months)
State Ownership Structure (i.e The % Shareholding of the major investors and controlling interest in affiliated companies)		Share certificates of major investor and/or affiliated companies)
State Basic Organogram Labour Structure of Company (The administration that Palesa will be dealing with on a day-to-day basis)(Names of Incumbants and positions)		ID colour copy of each Incumbant
		Proof of residence for each staff(3rd party Utility bill/Tribal authority/municipal confirmation letter - Not older than 3 months)

This shall be submitted as “Annexure 2” to the Proposal

ANNEXURE 3: CONTACT INFORMATION

Contact details of responsible person who will act on behalf of the supplier:

Name and Surname:

.....

Designation:

.....

Mobile Number:

.....

E-mail address:

.....

Telephone Number:

.....

Facsimile Number:

.....

Contact details of alternative responsible person who will act on behalf of the supplier
should the person above not be available:

Name and Surname:

.....

Designation:

.....

Mobile Number:

.....

E-mail address:

.....

Telephone Number:

.....

Facsimile Number:

.....

This shall be submitted as “Annexure 3” to the proposal

ANNEXURE 4: PRICING

For the Services rendered, Palesa shall, upon acceptance of the Tenderer's proposal, pay the Tenderer the rates set out in the Quantity and Rates Schedule submitted by the Tenderer as part of its proposal.

The Tenderer acknowledges that:

- Rates shall be exclusive of Value Added Tax (“**VAT**”) in terms of the Value-Added Tax Act, 1991.
- Rates remain fixed and firm for a minimum period of 12 Months.
- The Tenderer shall on a best time - best price basis. This shall make allowances for all public holidays and non-working times as well as for normal rainfall.
- The Tendered rates must include all costs for, operator (s), supervision, consumables, maintenance and any other costs to fulfill its obligation.

The Tenderer acknowledges and confirms that it is registered for VAT in terms of the Value-Added Tax Act, 1991.

The Tenderer will be responsible for the payment of all taxes owed by it to SARS arising out of the income earned in terms of this Agreement and hereby indemnifies Palesa from any liability and costs for any and all taxes, amounts and payments of penalties or interest due to SARS.

The Tenderer shall furnish Palesa with a tax directive, certificate of exemption or the like from SARS specifying its income tax status. Upon receiving such directive certificate of exemption or the like, the Palesa shall pay the Tenderer in accordance with it.

Pricing Schedule:

Item No	Description	Rand Ex Vat
Item 1.0	Site Establishment and De-Establishment	R
Item 2.0	Rate per hour (Mon – Sunday)	R
Item 3.0	Other – Please specify: a) b) c) d)	

NAME & SURNAME: _____

AUTHORIZED SIGNATORY: _____

DESIGNATION: _____

DATE: _____

ANNEXURE 5 : Evaluation Criteria

EVALUATION CRITERIA	MAXIMUM POINT
Pricing	80
BBB-EE level contribution	20

Preferential Point Consideration by PALESA COAL (PTY) LTD				
Category Parameters:		Commodity Type	Preferential Points allocated by Palesa Mine	Points To be added By supplier to Score themselves
1. 25.1 % Black Ownership				
2. 51% Black Ownership – BWO & BO & YO				
3. QSE or EME				
4. LOCALITY				
5. BBBEEE Scorecard Status				
As per revised DTI codes of good practices & Mining Chatter III				
1.	Minimum 25.1% black owned + 1 share % Black owned & managed, with appropriate realization of BEE partner debt as per DTI ownership element requirements	ALL COMMODITY TYPES	1	
2.	Black Ownership	ALL COMMODITY TYPES	4	
	a. Is the supplier an Empowering Supplier that is at least 51% black owned	ALL COMMODITY TYPES	5	
	b. Is the supplier an Empowering Supplier that is at least 51% black Woman Owned & Youth owned	ALL COMMODITY TYPES	4	
3.	Is the supplier an Empowering Supplier that is a Qualifying Small Enterprise or an Exempted Micro-Enterprise	ALL COMMODITY TYPES	5	
Suppliers located within the THEMBISILE HANI AND REGION 7 MANICIPALITY AREA				
4.	Suppliers located within THLM/REGIONAL 7	ALL COMMODITY TYPES	10	
5.	BBBEEE SCORE CARD STATUS	ALL COMMODITY TYPES	8	
	a. Supplier with a Broad based Black Economic Empowerment score of level 1 to level 4	ALL COMMODITY TYPES		
	b. Supplier with a Broad based Black Economic Empowerment score of level 5 to level 8	ALL COMMODITY TYPES		
Maximum points to be gained from all parameters are: 20 POINTS				
Score out of 20 points will be converted in terms of our preferential procurement weighting vs. price.				
NON-compliant suppliers include all suppliers with black ownership < 25.1%				

NAME & SURNAME: _____

AUTHORISED SIGNATORY: _____
DESIGNATION: _____
DATE: _____

This shall be submitted as “Annexure 5” to the proposal

ANNEXURE 6 : RFP CLARIFICATION REQUEST FORM

RFP No: P0020/25

RFP deadline for questions / RFP clarifications: Before 12:00 pm on **02 April 2025**

TO: Palesa Coal Proprietary Limited
ATTENTION: Procurement
EMAIL: procurement@hciresources.co.za
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Palesa Coal]: _____

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