



FOSKOR MINING

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

**REQUEST FOR PROPOSAL FOSCO-RFP-66-2024 FOR THE PROVISION OF
TARPAULIN ACTIVITY AT DISPATCH AT FOSKOR MINING DIVISION
(PHALABORWA) FOR A PERIOD OF 3 YEARS**

RFP NUMBER	FOSCO-RFP-66-2024
ISSUE DATE:	06 May 2024
CLOSING DATE:	03 June 2024
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date [26 February 2025]

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	5
PART A	5
PART B	6
SECTION 2: NOTICE TO BIDDERS	7
1 INVITATION TO BID.....	7
2 FORMAL BRIEFING.....	7
3 RFP INSTRUCTIONS	7
4 JOINT VENTURES OR CONSORTIUMS	8
5 COMMUNICATION	8
6 CONFIDENTIALITY	9
7 COMPLIANCE	9
8 EMPLOYMENT EQUITY ACT	9
9 DISCLAIMERS	9
10 LEGAL REVIEW	10
11 SECURITY CLEARANCE	10
12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE.....	10
13 TAX COMPLIANCE	10
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
1 BACKGROUND.....	11
2 EXECUTIVE OVERVIEW.....	ERROR! BOOKMARK NOT DEFINED.
3 SCOPE OF REQUIREMENTS	ERROR! BOOKMARK NOT DEFINED.
4 GREEN ECONOMY / CARBON FOOTPRINT	25
5 GENERAL SERVICE PROVIDER OBLIGATIONS	25
6 EVALUATION METHODOLOGY	25
SECTION 4: PRICING AND DELIVERY SCHEDULE	31
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	35
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS	40
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	42
SECTION 8: RFP CLARIFICATION REQUEST FORM	47
SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM	48
SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING	53
NOTE:	53
SECTION 11: SBD 5.....	54
SECTION 12: PROTECTION OF PERSONAL INFORMATION	57

RFP ANNEXURES:

ANNEXURE A: FOSKOR'S TERMS AND CONDITIONS

ANNEXURE E: GENERAL BID CONDITIONS

ANNEXURE B: SUPPLIER INTEGRITY PACT

ANNEXURE D: NON-DISCLOSURE AGREEMENT

Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION OF TARPAULIN ACTIVITY AT DISPATCH FOR FOSKOR MINING DIVISION
(PHALABORFOR A PERIOD OF 3 YEARS**

Respondent's Signature

Date & Company Stamp

SECTION 1: SBD1 FORM**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Tarpaulin Activity at Dispatch A DIVISION FOSKOR SOC LTD							
BID NUMBER:	FOSCO-RFP-66-2024	ISSUE DATE:	06/05/2024	CLOSING DATE:	03/06/2024	CLOSING TIME:	12:00PM
DESCRIPTION	FOR THE PROVISION OF TARPAULIN ACTIVITY AT DISPATCH FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS.						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO SUBMIT THEIR BIDS AT THE FOLLOWING ADDRESS: Foskor Phalaborwa Head Office Foskor Phalaborwa Mine 27 Selati Road Phalaborwa Please include a USB Flash Drive (soft copy) with your submission							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Daleen Kruger			CONTACT PERSON	Rikotsa Mhlaba		
TELEPHONE NUMBER	011 347 0600			TELEPHONE NUMBER	015 789 2539		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Daleenk@foskor.co.za			E-MAIL ADDRESS	rikotsam@foskor.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE: _____

Respondent's Signature

Date & Company Stamp

SECTION 2: NOTICE TO BIDDERS**1 INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	FOR THE PROVISION OF TARPAULIN ACTIVITY AT DISPATCH FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS.
TENDER ADVERT	Foskor Website
BRIEFING SESSION	Yes – Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Daleenk@foskor.co.za This is to ensure that Foskor may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	12:00 pm on 03 June 2024
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

2 FORMAL BRIEFING

A compulsory pre-proposal site meeting and RFP briefing will be conducted at **FOSKOR Phalaborwa Mine 27 Selati Road at the Mine's Security Induction Hall** on **28th May 2024**, at **11:00 pm – 13:00 pm** for a period of **± 2** hours.

NB// BIDDERS MUST ARRIVE AN HOUR EARLIER FOR INDUCTION.

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.]

- 2.1 *A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 RFP INSTRUCTIONS

- 3.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

- 3.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 3.3 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.
- 3.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions, or deletions must not be made by the Respondent to the actual RFP documents.

4 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Foskor through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Foskor.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Daleen Kruger] before **16:00 pm on 29 May 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskor's response to such a query will be published on the e-tender portal and Foskor website.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the Acquisition Council Temp Supply Management Admin **Ntwanano Mabulani**, email Ntwananom@foskor.co.za on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.6 Foskor will publish the outcome of this RFP in the National Treasury e-tender portal and Foskor website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Foskor website for the results of the tender process. All unsuccessful bidders have

a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

6 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Foskor.

7 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

8 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

9 DISCLAIMERS

Respondents are hereby advised that Foskor is not committed to any course of action because of its issuance of this RFP and/or its receipt of Proposals. Please note that Foskor reserves the right to:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes.
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein.
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date].
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date.
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP.
- 9.6 split the award of the contract between more than one Supplier/Service provider, should it at Foskor's discretion be more advantageous in terms of, amongst others, cost, or developmental considerations.
- 9.7 cancel the bid process.
- 9.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Foskor to do so.
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 9.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law.

Note that Foskor will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether the Respondent is awarded a contract.

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Foskor's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent implements all such security measures as the safe performance of the contract may require.

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

13 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Foskor and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

This scope is for rendering a service at the Drying, Dispatch and Magnetite sections to level and cover loaded rail wagons with tarpaulin and plant, wagons cleaning.

Foskor is one of the world's largest producers of phosphate rock (concentrate) and phosphate acid. It is one of the world's few vertically integrated producers of phosphate acid and is the second largest supplier to India, the world's largest consumer of phosphoric acid.

The Company owns, and mines phosphate resources and beneficiates the mine minerals to produce a phosphate concentrate at Phalaborwa, in the Limpopo Province of South Africa. The Phosphate concentrate is sold locally and transported to the Richards Bay plant on the coast of Kwa-Zulu Natal to produce phosphoric acid, granular fertilisers MAP and DAP from phosphoric acid and is the leading supplier of fertilisers to South Africa. In all 95% of the phosphoric acid is exported and the granular sales are divided between exports and local markets. Since 1951 Foskor has supplied more than 95% of South Africa fertilisers requirements.

2 INTRODUCTION

The Dispatch section comprise of a network of conveyors, driers, silos, and a rail network. The service of a tarpaulin team is required to level and cover loaded rail wagons, clean the Dispatch areas, and keep it free of spillages. The service are needed in two operational areas, namely the Phosphate and Magnetite operations. A team of workers and one team leader per shift is required to render the service according to the Dispatch 2.9.2 Supervisor Plan. The service provider's Supervisor will report to the Superintendent in morning meetings which are held with the Foskor 2.9.2 Supervisors.

3 MAIN DUTIES

3.1 Phosphate Operation:

- The service provider will be required to level loaded Phosphate on rail wagons to accomplish an acceptable profile.
- The service provider will be required to pull the tarpaulin over the loaded wagon and tie it, with the ropes provided, to the wagon.
- The service provider will be required to clean along the rails at the loading areas as well as the rail scales.
- The service provider will be required to seal wagons with sou dal-foam and ensure the wagons are not leaking before leaving Foskor.
- The service provider will be required to offload wagons by means of shovels when there's a need to do so.
- The service provider will be required clean wagons of foreign materials to ensure they are clean before they be loaded with phosphate rock.

3.2 Magnetite operations:

- The service provider will be required to load tarpaulin unto the rail wagons.
- The service provider will be required to pull the tarpaulin over the loaded wagon and tie it, with the ropes provided, to the wagon.
- The service provider will be required to clean along the rails at the loading areas as well as the rail scales.
- The service provider will be required to periodically to clean magnetite spillages at gate 10 scale (weighbridge).
- The service provider will also be required to assist in clean magnetite spillages in the plant, on and under conveyors under the silo. Loading plant and along the hauling routes.
- Offload material on the wagons and clean material at Hoedspruit Transnet Freight Rail Siding.
- The service provider will be required clean wagons of foreign material to ensure they are clean before they be loaded with magnetite.

4 CONTRACTOR RESPONSIBILITIES

4.1 General:

- The service provider will be required to assist with ad hoc task in the Dispatch section. It will be required from the service provider to be available on request for any cleaning job required regarding this operation.
- The service provider must ensure that the tarpaulins are neatly folded and stacked, as part of general housekeeping.
- The service provider will also be required to provide labour Assisi stance to Foskor team in case of emergency or as required. Foskor will ensure that the necessary training and risk assessment for that specific task is in place.
- It will be required from the service provider to supply extra labour within 48 hours as per request from Foskor.
- It will be required from the service provider to supply replacement labour within 48 hours of any worker who is sick, on leave etc.

4.2 Training:

The service provider will be provided with the necessary training required to accomplish the task safely. The basis required for this contract is:

- a) Hira
- b) First aid
- c) Working at heights
- d) Occupational health and safety

e) Lockout

Supervisors and Subordinate Managers must successful complete 2.9.2 and 2.6.1 exam and be declared competent through the LACA (Legal appointment Contractor Assessments).

4.3 Equipment and PPE:

The service provider will supply all the equipment and tools required to complete the task including PPE as per Foskor requirements.

Safety harness	Wheelbarrows	Hard Hats
Gloves	Wooden and steel handle shovels and spades	Raincoats
Dust masks	Tarpaulin rods	Water boots
Work wear		Safety Boots

4.4 Change house and kitchen facilities:

- a) Foskor will provide sufficient change house and kitchen facilities.
- b) The service provider will provide the employees with fridge, microwave, Kwik boiler, chairs, and tables.
- c) They will also be responsible for the upkeep of the facilities.

4.5 Transport:

The service provider shall provide the transportation for its team. This includes during.

- a) Shift change.
- b) When employees are working overtime
- c) Site supervision and other activities around the mine (e.g. invoices, submission, legal documents submission and collection etc.
- d) When employees are working hot seat.

5 THE CONTRACTOR SHALL SUPPLY THE FOLLOWING:

- Qualified people executing the work.
- All labour, tools, and transport required to complete the tasks successfully unless otherwise stated.
- All protective clothing (PPE) and equipment required for the task.
- All vehicle markings as per Foskor Vehicle Delivery Specifications.

WHO WILL SUPPLY THE FOLLOWING?					
N/A= NOT APPLICABLE C=CONTRACTOR FF=FORKOR FREE OF CHARGE FC= FOSKOR,AT COST TO CONTRACTOR					
1. Sanitary		2.Transport		3.Electrical	
1.1 Water on site and toilet facilities/janitorial services.	FF	2.1 Labour.	C	3.1 Generators	N/A
1.2 Potable connection point.	FF	2.2 Materials.	C	3.2 Electrical Extensions	N/A
1.3 Connection to construction waste supply.	FF	2.3 Tools and Equipment.	C	3.3 COC Site Establishment	C
1.4 Change rooms	FF	2.4 ALL TMMS	C	3.4 Temporary Lighting	N/A
1.5 Tool room	FF		C	3.5 Electrical connection point.	N/A
				3.6 Connection to Electrical supply.	FF
				3.7 Electrical panel + distributing wiring.	N/A
			C	3.8 Power for tools on site from existing Foskor electrical supply point (Welding plugs 525v and 220v plugs).	N/A
4. Quality		5.Security		6.Lifting and Rigging	

4.1 Plan, Management, QCP and work standards.	C	5.1 Site Security	C	6.1 All rigging equipment (Slings, Chain blocks, etc. related to Conveyor maintenance.	N/A
4.2 All quality test Civil, Plant, Mechanical, etc.	N/A	5.2 Foskor ID card	C	6.2 Rigger	N/A
4.3 Sampling and laboratory testing	N/A		C	6.3 Mobile cranes and any other lifting devices.	N/A
7. Medicals		8.Communication devices- All communication devices like laptops, computers, network, radios, cell phone, ETC.		9.PPE	
7.1 Entry and Exit.	C		C	9.1 Supply, Issue, Inspect and manage.	C
7.2 First aid box at place of work.	C				
10. Surveys	C	11.Safety Files - Foskor will issue template.	FF	12.Training & Authorizations	
	FF	11.1 Ensure file conform/populate for Foskor standards.	C	12.1 All Required Training	C
	FF	11.2 Mandatory Training and all relevant training.	C	12.2 Authorisation - As Per Foskor COP	C/FF
13. Site Establishment		14.Waste Management - On Site.	FF	15.Railway Spares, etc.	
13.1 Site office/s with suitable facilities for daily "Green Area" meetings, and lunch area.	C	14.1 Transport all waste to Foskor designated waste sites.	C	15.1 New Rails.	N/A
13.2 Site establishment space.	N/A		C	15.2 Turn Outs.	N/A
				15.3 Clips and fasteners & Fish Plates	N/A
			C	15.4 Ballast	N/A

Respondent's Signature

Date & Company Stamp

			C		
16. Scaffolding		17. Labour	FF	18. Compress Air	
16.1 Scaffolding Supply & Erect.	N/A	17.1 All labour as per Scope of Work to execute task including management.	C	18.1 Sandblasting or grid blast	N/A
16.2 Scaffolds be managed by the Contractor.	N/A			18.2 Plant Air at designated points only.	N/A
	C			18.3 Air for power tools - if available	N/A
19. Fuel		20. Storage and Inventory		21. Consumables	
19.1 Fuel Supply	C	20.1 Protective coverings/tarpaulins.	C	21.1 Welding rods.	N/A
19.2 Fuel Storage	C	20.2 Storage area and inventory control.	C	22.2 Bolts & Nuts	N/A
19.3 Fuel Fire Protection	C				
19.4 Refuelling	C				
22. Tools & Equipment		23. Certificate		24. Training	
22.1 All Portable Electrical Equipment.	C	23.1 Supply All Certificates as required.	C	24.1 All required training and training manuals as required to ensure that Foskor can train its workforce and operate the plant/equipment safely.	C
22.2 Hot Work Equip as per Foskor COP-Welding Machines, Gas, Cutting, Grinding, etc.	N/A			24.2 All manuals and related documents to be supplied to protect Eng. and Foskor Drawing office for safe keeping.	C
22.3 Tools as required to execute task.	C				

Respondent's Signature

Date & Company Stamp

6 SPECIFICATIONS, CODES AND STANDARDS:

NOTE: Foskor Specifications shall take precedence over SANS specifications unless otherwise specified.

6.1 Foskor Specifications:

The latest FOSKOR specifications are applicable to this Contract, amongst others:

- GS001 Rev 2 - General design information.
- GS003 Rev 0 - Quality control procedures for general fabrications.
- GS008 Rev 0 - Welding standards and procedures.
- GS010 Rev 0 - General mechanical equipment.
- GS018 Rev 2 - Lubrication.

6.2 Foskor Codes of Practice (amongst others):

- COP 1 - Foskor Risk Assessment.
- COP 25 - Contractor Control.
- COP 26 – Written Safe Work Procedures.
- COP 28 - Work Permits.
- COP 48 - Mine and Yard: Tidy.
- COP 60 - Portable Electrical Equipment.
- COP 63 – Hand Tools.
- COP 65 - Personal Protective Equipment (PPE).

6.3 All work carried out in terms of this specification shall confirm to the requirements of the Mines Health and Safety Act (No.29 of 1996, as amended) and the related Regulations, with special reference to the manufacturer/supplier's/contractor's duties.

- All work listed in this scope of work shall be in accordance with railway safety specifications **SANS 3000** (latest revision) and the maintenance standard TFR standard MTM 2012. However, it does not exclude other specification listed or implied, and it remains the Suppliers responsibility to ensure that work execute and tender prepared is in line and meets the requirements of all standards indicated of not.
- All work carried out in terms of this specification shall also conform to the requirements of Foskor's General Engineering Specifications, Codes of Practice and other specifications stipulated above.
- A competent person appointed under Mine Health and Safety Act Regulations 2.9.2 will supervise all work always.

6.4 Before any work can start, a proper HIRA and **Safe Work Procedure** must be drawn up and approved by the following people:

- Drying and Dispatch Operational people.
- Foskor SHEQ Department.
- **Appointed Superintendent.**

7 PROJECT MANAGEMENT:

7.1 The responsible engineer shall co-ordinate the initial meeting; thereafter the responsible engineer or his delegate will schedule progress meetings on daily basis. The Contractor's key representatives must attend the daily morning meetings.

7.2 All meetings will be held at FOSKOR offices.

7.3 Review on the progress of the jobs and plan for next month will be discussed every month on scheduled dates, which can be agreed upon by Foskor (Pty) Ltd and the contractor.

8 CONSTRUCTION AND ERECTION ON SITE:

8.1 The contractor during construction and erection on site:

- Shall maintain the working area in a clean, hygienic, and safe condition.
- Repair damaged caused by adjacent areas during his part of the construction.
- All amenities used should be left as found.

8.2 All contractor shall in general comply with the FOSKOR General Engineering Specification, latest version and all relevant regulations contained with the Specifications.

8.3 The contractor and all site personnel must complete hazard identification and risk assessment (HIRA) before a work permit can be issued for the installation. A new HIRA must be completed for each task other than that specified in the tender.

8.4 Each HIRA must be reviewed and approved by the Section Mechanical Foreman and Engineering before any work can commence.

8.5 The contractor will have to appoint 2.9.2 and 2.6.1 legal appointee under the Mine Health and Safety Act with one (1) month of being awarded the contract. **The 2.9.2 appointee will assume the duties of the site supervisor and will always supervise site work.**

8.6 The 2.6.1 legal appointee will assume the duties of the site manager and will report to the Drying and Dispatch Maintenance Engineering daily at 07:00 for the duration of on-site installation.

- 8.7** The successful contractor must plan with the Foskor SHEQ Department for examination and legal appointments for the 2.9.2 and 2.6.1.
- 8.8** The successful contractor needs to submit the related training records to the Training department who will verify the qualifications and competence of all contractor employees that will render the service at Foskor. Mandatory training needs to be obtained for each person of:
- HIRA - Hazard Identification and Risk Assessment.
 - First Aid.
 - Basic Health and Safety.
 - Working at Heights.

Before work can start each person need to obtain authorization for:

- HIRA.
- Lock Out.
- Hot work (All personnel that is doing welding and cutting torch work).

The contractor shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contractors on site for this scope of work.

9 CONDITION OF CONTRACT:

- 9.1** Any eventual order will be subject to Foskor's standard terms and conditions of contract. This will be a fixed price contract. Any additional items or deviations must be approved before any work can commence. Any exceptions to the scope of work must be clearly stated in the tender document.
- 9.2** Contractors must ensure compliance in general with the tender requirements enclosed in the attached "Instructions to Tenderer".
- 9.3** No final payment shall be authorized if the work is not 100% done. (Punch list and time sheets etc).
- 9.4** All payments will be done 30 days after statement date.

10 SITE GEOGRAPHY:

The Plant is located at Phalaborwa, Limpopo, South Africa.

10.1 Ambient conditions


- Ambient temperature

Summer	25 Degrees Avg	50 Degrees Max
Winter	17 Degrees Avg	2 Degrees Min

- Site Altitude: 380m
- Prevailing wind direction: Generally South Easterly – Maximum design velocity 40m/s (144km/h).
- Very dusty conditions.
- Average annual rainfall = 540mm

11 **FOSKOR GENERAL ENGINEERING SPECIFICATIONS**

(Should be consulted prior to finalization of any design or specification)

	GENERAL ENGINEERING SPECIFICATIONS INDEX				DOC NO: Index REVISION: 0 ISO 9001 REF: 7.5.1 ISO 14001 REF: 44.6 OHSAS18001 REF: 44.6
	FOSKOR LIMITED				
DOCUMENT NUMBER	DOCUMENT TITLE	REVISION NUMBER	DATE REVISED	LOCATION	
GS001	General Design Information.	0	01/11/2011		
GS002	Engineering Drawings.	0	01/11/2011		
GS003	Quality control	0	01/11/2011		

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	procedures for general fabrications.			
GS004	Site work associated with civil construction works.	Future		
GS005	Concrete and formwork.	0	01/11/2011	
GS006	Masonry and building work.	Future		
GS007	Plate and workshop fabrications.	0	01/11/2011	
GS008	Welding standard and procedures.	0	01/11/2011	
GS009	Structural fabrication and erection.	0	01/11/2011	
GS010	General Mechanical Equipment.	Future		
GS011	Piping.	0	01/11/2011	
GS012	Pressure vessels.	0	01/11/2011	
GS013	Painting and Protective Coatings.	0	01/11/2011	
GS014	Rubber Lining.	0	01/11/2011	
GS015	Fencing.	0	01/11/2011	
GS016	Roofing and side cladding.	0	01/11/2011	
GS017	Fuel for use in combustion engines.	0	01/11/2011	
GS018	Lubrication.	0	01/11/2011	
GS019	Bund walls for liquid containment.	0	01/11/2011	
GS020	General purpose Valves.	0	01/11/2011	
GS021	Gearboxes.	0	01/11/2011	
GS022	Repair of Chain blocks and Lever hoists.	0	01/11/2011	

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GS023	Slurry Pumps	Future		
GS024	Overhead Cranes	Future		
GS025	Conveyors	Future		

Contractor/Supplier – Please ensure that you have the latest copy of Specifications before any activity is committed.

ELECTRICAL SPECIFICATIONS		
SPECIFICATION NUMBER	REVISION	TITLE
EE-1	Latest Revision	Motor Control Centre & Switchgear.
EE-2	Latest Revision	Squirrel Cage Induction & Wound Rotor Motors.
EE-11	Latest Revision	Power Factor Correction Equipment.
GE-1	Latest Revision	Design Criteria for Electrical Installations.
GA-1	Latest Revision	Procedures for Enquiries & Tenders.
GD-1	Latest Revision	General Requirements for Design, Project Management & Tenders.
GD-2	Latest Revision	Engineering Change Order (E.C.O.) Procedures.
GM-1	Latest Revision	Mechanical Equipment.
GM-5	Latest Revision	Pipe Standards.
GM-6	Latest Revision	Engineering Drawing & Document Requirements.
GM-8	Latest Revision	Surface Protection.
GM-3	Latest Revision	Painting & Surface Protection of Steel.
GS-1	Latest Revision	Structural Steel work & Plate work Fabrication & Erection.
GQ-1	Latest Revision	Quality Control.
GI-1	Latest Revision	General Specifications & Procedures.
GI-2	Latest Revision	Installation & Commissioning.
GI-3	Latest Revision	General Equipment Specification.

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GI-4	Latest Revision	Field Instrumentation Specification.
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12 DOCUMENTS/DRAWINGS

Drawing No	Title	Revision
N/A		

13 PROJECT MANAGEMENT- CONTRACTOR

- Nominate a single window of communication to Foskor. Typically, the appointed contractor 2.6.1
- Attend daily meetings with production supervisors and maintenance planner.
- Submit Progress Reports (Format & Interval) as defined in the Kick off Meeting (Invoicing, About based on Foskor Clock durations, Performance against plan, Contractor purchases, Quality Management, Safety, Etc.
- Manage and participate in the "Daily Journal" as part of executing the project.
- Demonstrate Quality and conformance to requirements as per QCP.
- All meetings will be held at FOSKOR offices, unless otherwise stated.
- The contractor to provide updated project management plans on progress as defined by the Foskor Project Engineer.

14 LIASON AND CO-OPERATION WITH OTHERS.

- The CONTRACTOR shall be required to co-operate and liaise with Foskor appointed project manager.
- The CONTRACTOR must note that construction is within an operational plant.

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- The CONTRACTOR may appoint a Foskor approved sub-contractor.
- The CONTRACTOR shall be required to work in conjunction with the Foskor appointed structural-, electrical-, equipment-and instrumentation installation contractor.

15 TENDER EVALUATION CRITERIA

- The following tender evaluation criteria will be used for adjudicating the Contractor submitted tender.
- Please provide the required documentation as requested in the "Proof/documents to be submitted" column. Please be specific when submitting documents by ensuring it answer the item specified.
- Failure to submit the relevant documentation as requested in the Evaluation criteria document may lead to a disregard of disregard of the submitted tender.
- All Annexures A to F to be completed and submitted, please keep format in your submission.

16 GENERAL CONDITIONS

- Extension on the promise completion or Milestone date may be requested but needs to be approved by Foskor. The contractor should be in possession of a formal document issued via Foskor Procurement indicating that this request was approved.
- Any additional works not defined in the order needs to be approved by Foskor in writing before any work commence.

Description	Condition	Duration
Type of Contract	Fixed with escalation	
Tender price validity	3 months	
Escalation	Labour	
Escalation	Min Training	

9 SAFETY FILE:

Before any work may commence, the appointed service provider must, IN CONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE for THS contract. Contact the area responsible safety representative or attend the monthly service provider meeting every 2nd Monday of the month. (3rd Monday if 1st or 2nd Monday a public holiday) at 13:30 in the Foskor Plant Training Hall.

1 GREEN ECONOMY / CARBON FOOTPRINT

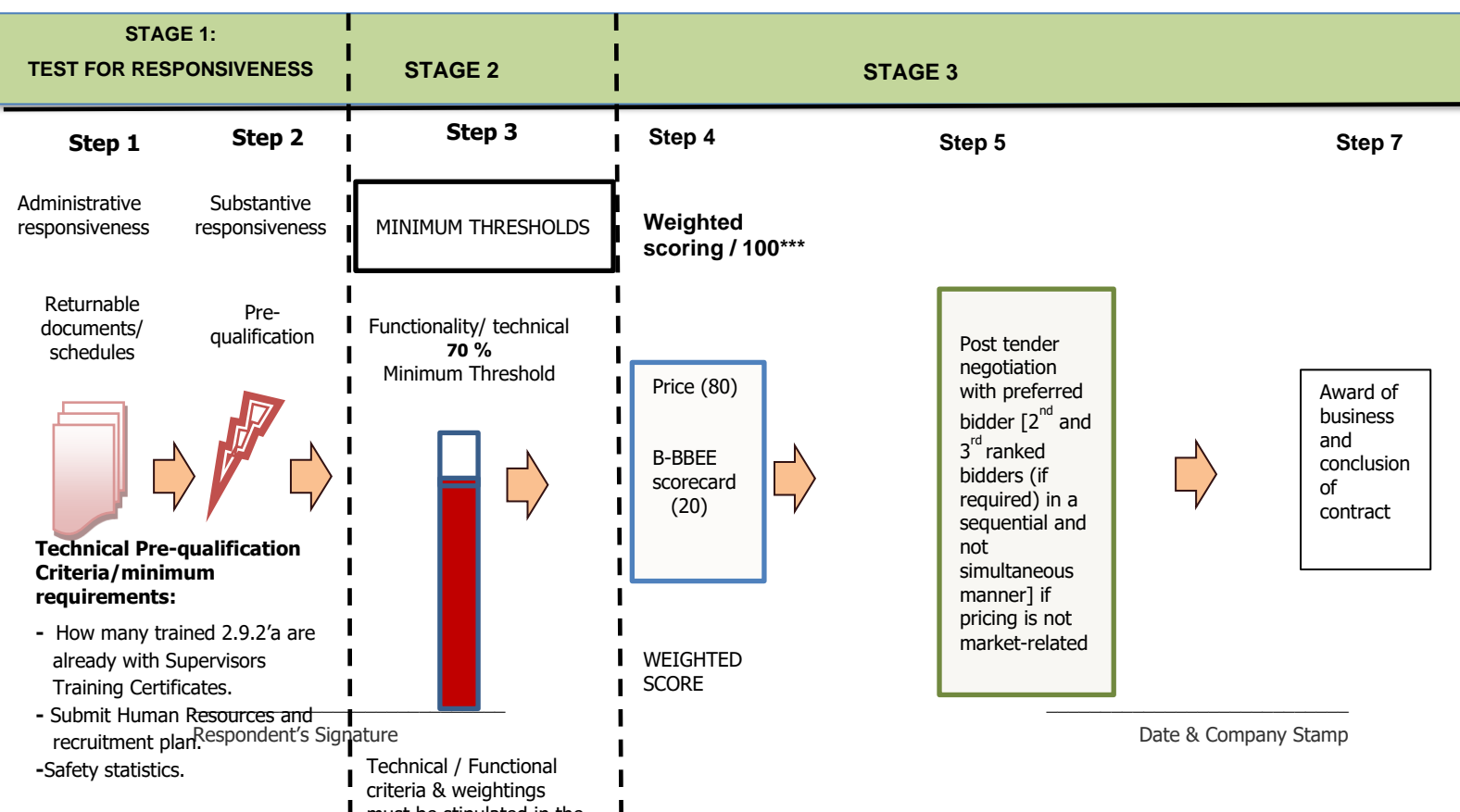
Foskor wishes to understand your company's position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

2 GENERAL SERVICE PROVIDER OBLIGATIONS

- 2.1** The Service provider(s) shall be fully responsible to Foskor for the acts and omissions of persons directly or indirectly employed by them.
- 2.2** The Service provider(s) must comply with the requirements stated in this RFP.

3 EVALUATION METHODOLOGY

Foskor will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, to expedite the process, Foskor reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification.

3.2 STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Location of Business. 	<i>Section 4</i>
<ul style="list-style-type: none"> How many years in business of Labour services in the mining industry. 	
<ul style="list-style-type: none"> List of similar contracts awarded in the last 5 years in any industry 	

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- Provide list of reference of the previous contract that can be contacted and visited.

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation.

3.3 STEP THREE: Minimum Threshold 70 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria: Tarpaulin and Plant Cleaning Activity		100%	
BUSINESS and OPERATIONAL FUNCTIONS	SCORING CRITERIA	Weight % Contribution	SCORE
1. Location of the Business	20%		
Ba-Phalaborwa = 20%	20	20%	
Outside of Phalaborwa = 0%	0	0%	
2. How many years in business of Labour services in the mining Industry.	20%		
5 years = 20%	20	20%	
5-3 years = 15%	15	15%	
3-1 years = 10%	10	10%	
1 year = 5%	5	5%	
Mandatory requirements below			
NB// Failure to provide the <u>Mandatory documents</u> will lead to disqualification and your company will not be evaluated further.			

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3. How many trained 2.9.2's are already with Supervisors Training Certificates. (Submission of Certificates is Mandatory).	5%		
8 years = 5%	5	5%	
8-4 years = 3%	3	3%	
4-1 year= 2%	2	2%	
1 year = 0%	0	0%	
4. Submit Human Resources and recruitment Plan (Mandatory).	15%		
Recruitment Plan Submitted = 15%	15	15%	
Recruitment Plan not submitted = 0%	0	0%	
5. List of similar contracts awarded in the last 5 years in any industry.	20%		
8 years = 20%	20	20%	
8-5 years = 15%	15	15%	
5-3 years = 10%	10	10%	
3 years = 5%	5	5%	
6. Provide list of reference of the previous contract that can be contacted and visited.	10%		
5 years = 10%	10	10%	
5-3 years = 8%	8	8%	
3-2 year= 5%	5	5%	
2 years = 3%	3	3%	
7. Safety statistics (Submission of safety reports is mandatory)	10%		
2 years = 10%	10	10%	
3-2 years = 8%	8	8%	
5-3 year= 5%	5	5%	
5 years = 0%	0	0%	

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For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements. Contractors who achieve 70% scores but do not have people available, it is proposed that they take over the current employees of the current contractor due east of mobilization of the contract.

Respondents are to note that Foskor will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

3.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

Foskor will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
 - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

3.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical	70%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

3.6 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Foskor may not award a contract if the price offered is not market related. In this regard, Foskor reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Foskor conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Foskor based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

3.7 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING SCHEDULE AND PERSONAL REQUIREMENTS

Respondents are required to complete the table below:

Item No	Description	Rate/Person/Hour	Amount of People	TOTAL PRICE OF ITEM [ZAR]
A	Fixed cost			
1	Workers per shift (8 X Phosphate + 7 Magnetite) 4 x shift = Employees (Shift = 8.2 hours) (The will required to train one of the labourers per shift to operate a TLB Skid Loader)	R	60	R
2	2 X Supervisor (2.9.2) per shift = Supervisors (Shift = 8.2 hours)	R	8	R
3	1 X Subordinate Manager (2.6.1) Day shift (5 days a week)	R		
B	Variable Cost			
1	Normal overtime per hour (Worker) (X1,5)	R		R
2	Sunday/holiday overtime per hour (Worker) (x2.0)	R		R
3	Normal overtime per hour (Supervisor) (X1.5)	R		R
4	Sunday/holiday overtime per hour (Supervisor) (X2.0)	R		R
5				
	Duration			52 weeks
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

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Item No	Description	Total amount of items	Price/Item	TOTAL PRICE OF ITEM [ZAR]
C	Other Equipment per shift	4 X Shift		
1	7 X Shovels per shift	28	8	R
2	7 X Spades per shift	28		
3	6 X Wheelbarrows per shift	24		R
4	12 X Safety Harnesses	48		R
5	4 X Tarping Sticks (2m x 30 mm)	16		R
6	4 Rubbish Picker	16		R
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

Respondents are to note that Foskor will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskor may not award the contract to that Respondent. Foskor may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP.
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP.
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
-----	--

1. DISCLOSURE OF CONTRACT INFORMATION

Prices Tendered

Respondents are to note that, on award of business, Foskor may be required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

Johannesburg Stock Exchange Debt Listing Requirements

Foskor may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Foskor is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Foskor shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols.
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent (Complete with a "Yes" or "No")					
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Foskor is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Foskor pertaining to potential non-performance by the Respondent, in relation to:

2.1 Quality and specification of Services delivered:

2.2 Compliance with the Occupational Health and Safety Act, 85 of 1993:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

Respondent's Signature

Date & Company Stamp

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

_____ carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Foskor decide to enter Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Foskor's:

- (i) Master Agreement (which may be subject to amendment at Foskor's discretion if applicable).
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

Respondent's Signature

Date & Company Stamp

I/We accept that unless Foskor should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter, and any subsequent exchange of correspondence], together with Foskor's acceptance thereof shall constitute a binding contract between Foskor and me/us.

Should Foskor decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter, and any subsequent exchange of correspondence] together with Foskor's Letter of Award, shall constitute a binding contract between Foskor and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Foskor may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Foskor to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Foskor with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Foskor will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Foskor has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Respondent's Signature

Date & Company Stamp

Foskor requires a validity period of 180 Business Days [**15 January 2025**] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
How many trained 2.9.2's are ready with Supervisors Training Certificate.	
Submit Human Resources and recruitment Plan.	

Respondent's Signature

Date & Company Stamp

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Safety statistics	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Location of the business.	
How many years in business of Labour services in the mining Industry.	
List of similar contracts awarded in the last 5 years in any industry.	
Provide list of references of the previous contract that can be contacted and visited.	

c) Essential Returnable Documents:

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Certificate of attendance of compulsory RFP Briefing	
SECTION 11: Protection of Personal Information	
CSD Registration report	

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Foskor with such renewals as and when they become due, Foskor shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Foskor may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

**SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT &
APPLICABLE DOCUMENTS**

By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Foskor SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Foskor's Terms and Conditions – Annexure A
2	Supplier Integrity Pact – Annexure B
3	Non-disclosure Agreement – Annexure D
4	General Bid Conditions -Annexure E

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Foskor vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Foskor has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by us for RFP Clarification purposes.
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Foskor facilities/sites and any and all relevant information relevant to the Goods/Services as well as Foskor information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of Foskor's operations and business requirements and assets used by Foskor. Foskor will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Foskor sources, other than information formally received from the designated Foskor contact(s) as nominated in the RFP documents.
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Foskor in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner.
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Foskor Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Foskor.
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Foskor Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Foskor.
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Foskor in the past 10 years. I further declare that if they were a former employee or board member of Foskor in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

Respondent's Signature_____
Date & Company Stamp

10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Foskor:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Foskor. Information provided in the declarations may be used by Foskor and/or its affiliates to verify the correctness of the information provided]

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Foskor [other than any existing and appropriate business relationship with Foskor] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Foskor immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure.

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Foskor SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Respondent's Signature

Date & Company Stamp

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: **FOSCO-RFP-66-2024**

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on **29 May 2024**

TO: Foskor SOC Ltd
ATTENTION: Daleen Kruger
EMAIL: Daleenk@Foskor.co.za
DATE: _____
FROM: _____

RFP Clarification No *[to be inserted by Foskor]*

REQUEST FOR RFP CLARIFICATION

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents.
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person.
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small eEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
__08 February _____ 2024__

FOSKOR'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

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

Respondent's Signature

Date & Company Stamp

SECTION 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

Respondent's Signature_____
Date & Company Stamp

SECTION 12: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Foskor will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Foskor” and the Data subject is the “Respondent”. Foskor will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Foskor reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskor.
5. In responding to this bid, Foskor acknowledges that it will obtain and have access to personal information of the Respondent. Foskor agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Foskor further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskor and/or its authorised appointed third parties.
7. Furthermore, Foskor will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskor requires the Respondent to process any personal information disclosed by Foskor in the bidding process in the same manner.
8. Foskor shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Foskor shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Foskor to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskor correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Foskor against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Foskor, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za