



REQUEST FOR PROPOSAL [RFP]

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR PHALABORWA

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskop**]

[Registration No. 1951/002918/07]

FOR THE FOR THE CONSTRUCTION OF FIRE TRUCK GARAGE EMERGENCY SERVICES

RFP NUMBER : FOSPHB-RFP-45-24/25
ISSUE DATE : 12 March 2025
CLOSING DATE : 08 April 2025
CLOSING TIME : 12:00 PM
BID VALIDITY PERIOD : 180 Business Days from 09 April 2025 to 12 December 2025.

NOTE TO BIDDERS: ALL SUBMISSIONS MUST INCLUDE A USB FLASH DRIVE/MEMORY STICK THAT CONTAINS YOUR BID SUBMISSION ON THE CLOSING DATE AND TIME. The submitted USB containing the soft copy of the RFP, must be an exact copy or duplicate of the hard copy response. Both submitted hard and soft copies will be reviewed and cross referenced to ensure that no submitted documents are missed. However, in the event that the soft copy submission is not an exact duplication of the hard copy, the hard copy submission will supersede the soft copy and will be used in the evaluation process.

Tenders sent directly to buyers or any other personnel in Foskop by any means of communication will not be accepted.

PREQUALIFICATION CRITERIA e.g. Technical Pre-qualification Criteria.

- *Building, steel structure and civil Works Installation of CIDB 3CE, 3GB or 3CE or 3SL or higher - Provide certificate of CIDB grading.*

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SECTION 1: SBD 1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF RFP FOR THE CONSTRUCTION OF FIRE TRUCK GARAGE EMERGENCY SERVICES, A DIVISION FOSKOR SOC LTD.					
BID NUMBER:	FOSPHB-RFP-45-2425	CLOSING DATE:	08 APRIL 2025	CLOSING TIME:	12:00 PM
DESCRIPTION	CONSTRUCTION OF FIRE TRUCK GARAGE EMERGENCY SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES IN THE TENDER BOX AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS:					
Physical Address: Foskor Phalaborwa Head Office,					
FOSKOR Phalaborwa mine					
27 Selati Street					
Phalaborwa					
1389					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MATLAPANENG BEN THOBEJANE		CONTACT PERSON	MATLAPANENG BEN THOBEJANE	
TELEPHONE NUMBER	011 347 0600		TELEPHONE NUMBER	011 347 0600	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bent@foskor.co.za		E-MAIL ADDRESS	bent@foskor.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

Respondent's Signature

Date and Company Stamp

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

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 and 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	Construction of fire truck garage emergency services
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender portal and the Foskor website.
COMMUNICATION	<p>Foskor will publish the outcome of this RFP on the National Treasury e-tender portal, CIDB i-tender portal and the Foskor website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website. Bidders are required to check the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes – Compulsory.</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (max. 2), where applicable to the following address: [bent@foskor.co.za].</p> <p>This is to ensure that Foskor may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>08 April 2025</p> <p>Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>180 Business Days from 09 April 2025 to 16 December 2025</p> <p>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.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process.</p>

Any additional information or clarification will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website, if necessary.

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Date and Company Stamp

2. A compulsory pre-proposal site meeting and/or RFP briefing will be conducted at **[Foskor Phalaborwa mine, 27 Selati Street in the Plant Boardroom, not at Moshate]** on the **20 March 2025, at 11:00 AM** for a period of \pm hour. [Respondents to provide their own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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

3. RFP INSTRUCTIONS

- Please sign documents [sign, stamp and date the bottom of each page] before submitting them. The person or persons signing the submission must be legally authorised by the respondent to do so.
- **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offered. Any exceptions to this statement must be clearly and specifically indicated.
- 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 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 scorecard (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the requirements in accordance with the table indicated in Table 4.1 of the B-BBEE Preference Points Claim Forms.

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5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Matlapaneng Ben Thobejane** before 25 March 2025 via email BenT@Foskor.co.za, 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 National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website.
- After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat Edith Popela, at telephone number [015 789 2150], email edithp@foskor.co.za on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvas any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.
- 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.
- Foskor will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website within 10 days after the award has been finalised. Respondents are required to check the 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 as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Foskor reserves the right to:

- modify the RFP's Goods/Services and request Respondents to re-bid on any such changes.
- reject any Proposal which does not conform to instructions and specifications which are detailed herein.

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- disqualify Proposals submitted after the stated submission deadline 08 April 2025.
- award a contract in connection with this Proposal at any time after the RFP's closing date.
- award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP.
- 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.
- cancel the bid process.
- 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.
- request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 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.
- 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.
- to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the FOSKOR website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

10. LEGAL REVIEW

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 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

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the bid is also subject to the condition that the Successful Respondent will implement 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.



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SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Foskor (Pty) Ltd. is an opencast mining and beneficiation operation situated in Phalaborwa. The core business of the Phalaborwa operation is the mining and beneficiation of phosphate rock. (The Foskor operation situated in Richards Bay is primarily a producer of phosphoric acid, phosphate-based fertilizers, and lower volumes of sulphuric acid).

Foskor (Pty) Ltd (Mining Division) is an Open Cast Mine that produces phosphate rock for export or domestic beneficiation. Approximately 2.2 million tons of phosphate rock is produced annually. The product is finely ground apatite mineral from coarsely crystalline calcium-fluoride-phosphate compound of igneous origin. The intermediate and final products are for the domestic and international markets and provide the following advantages:

- Make South Africa self-sufficient from phosphate imports.
- Earn foreign currency from the export of the products.
- Create approximately 2000 direct job opportunities, with associated indirect job opportunities in the Greater Phalaborwa region.

The dominating rock type in the Phalaborwa area, older than 3000 million years, is granite-gneiss of the Archaic Complex. Intrusive in this are younger rock types of the Phalaborwa Igneous Complex. Inclusions of serpentine, talc and amphibole schist are found in the granite-gneiss and igneous rock.

2. EXECUTIVE OVERVIEW

Whereas Foskor is seeking a partner(s) to provide solutions nationally, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Foskor. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Foskor and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Foskor to reach higher levels of quality, service and profitability.

Specifically, Foskor seeks to benefit from this partnership in the following ways:

- 2.1 Fokor must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Fokor must achieve appropriate availability that meets user needs while reducing costs for both Fokor and the chosen Supplier/Service provider(s).
- 2.3 Fokor must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Fokor's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading-edge technology and service delivery systems.
- 2.5 Fokor end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Fokor must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

Refer to **ANNEXURE A – (SCOPE OF WORK)**.

4. GREEN ECONOMY / CARBON FOOTPRINT

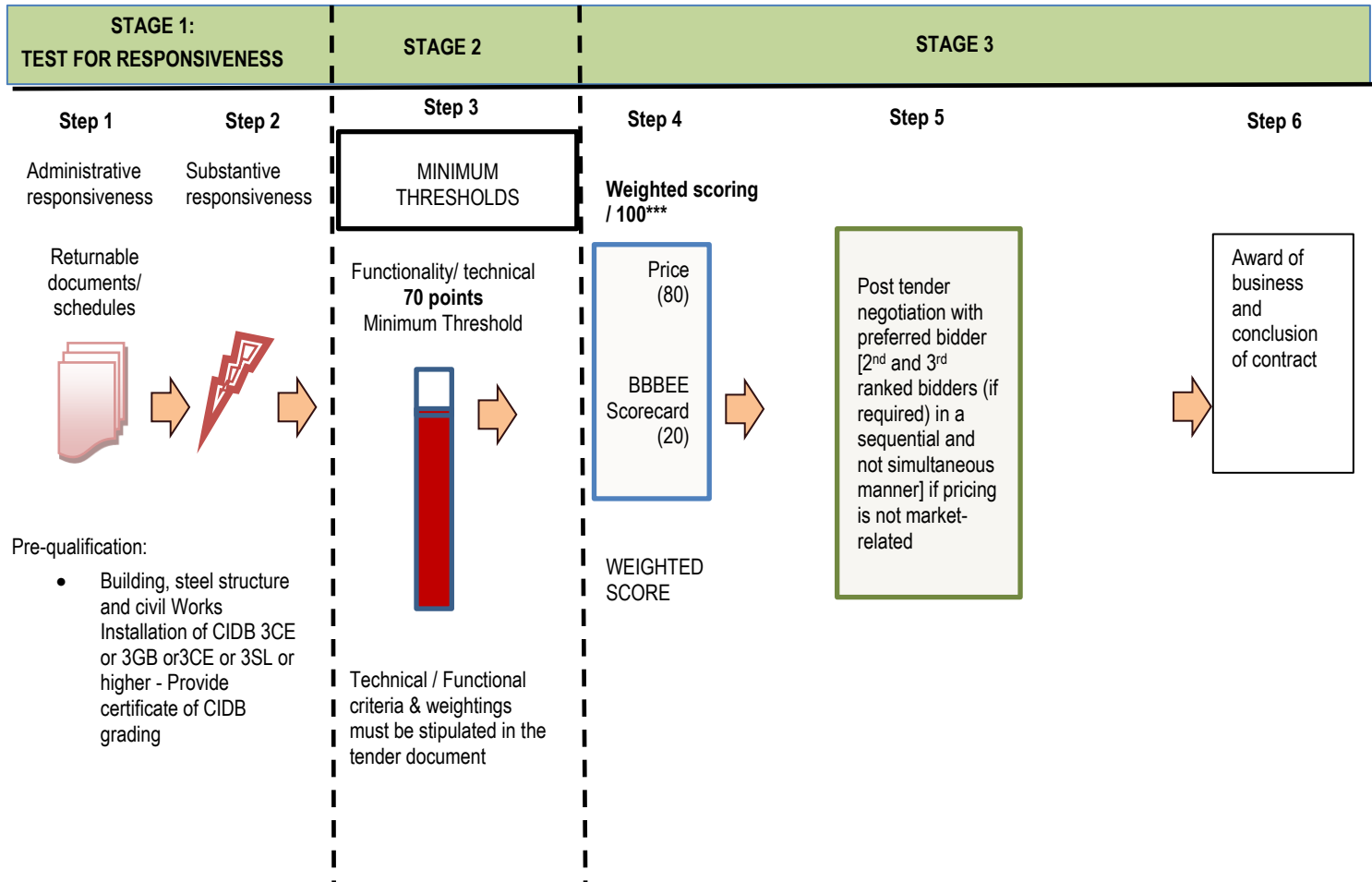
Fokor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

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

6. 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, in order 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).

a. 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 	Section 2 paragraph 3

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<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 	Section 5
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 5
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	All sections

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

b. 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"> Whether any general and legislation qualification criteria set by Foskor, have been met 	All sections
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	Section 4
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	All Sections
<ul style="list-style-type: none"> Proof of registration on the National Treasury Central Supplier Database (CSD) 	
<ul style="list-style-type: none"> Entity's financial statement/ stability 	

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

c. STEP THREE: Minimum Threshold points for Technical Criteria.

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

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

Technical and Financial Evaluation Criteria

Evaluation Criteria (Technical)				
T- FIRE TRUCK GARAGE				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Experience & Team competence -			
a)	<p>Company - Previous Building and roofing structure experience.</p> <p>Scoring:</p> <ul style="list-style-type: none"> No Experience = 0% Company experiences 1 year = 5% Company experiences 2 to 3 years = 10% Company experience >4 years = 20% 	20%	<p>Please provide an order list with values</p> <p>The list to contain the following.</p> <p>Order no, Order description, Brief explanation of what the work entailed, Order value, Reference name and Tel no</p> <p>Please attach at least 3 orders with the list</p>	<u>Annexure A</u>
c)	<p>Provide Company organogram indicating management, fabrication and installation team compilation.</p> <ul style="list-style-type: none"> Scoring: Organogram not submitted = 0% Partial organogram or not sufficient or not relevant. Note all roles/disciplines for the project indicated = 10% Organogram submitted and accepted = 20% 	20%	<p>Submit an organogram indicating management, supervisors and teams foreseen during construction. Complete organogram of all teams and who will be the legal appointee's as per the MHSA. Include all roles and subcontractors.</p> <p>Indicate 2.61 and 2.9.2 appointees</p>	<u>Annexure C</u>

Respondent's Signature

Date and Company Stamp

Evaluation Criteria (Technical)				
T- FIRE TRUCK GARAGE				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
d)	<p><u>List of equipment to be used</u></p> <p>Company to submit a list of equipment and assets as the required to execute the supply, fabrication and construction of a garage, shelter for the fire truck</p> <p>Scoring:</p> <ul style="list-style-type: none"> Company does not have required assets related to relevant work = 0% The company does not own equipment or Partial assets or not sufficient = 10% Company has required assets relevant to this scope=20% 	20%	<p>List assets – Provide an asset list on a letter head signed off by the relevant authorized company person. Alternatively provide confirmation of where the assets will be hired, incl. letter and contact details of such a lessor of the equipment.</p> <p>The focus is construction assets for this project.</p> <ul style="list-style-type: none"> Welding and gas cutting equipment. Fabrication equipment Workshops Cranes LDV's and other transport Lifting and rigging tools Civil construction equipment 	<u>Annexure D</u>
e)	<p>Provide extracts of Quality Control Plans (QCP's) -</p> <p>Scoring:</p> <ul style="list-style-type: none"> No quality control plans or inspections submitted or not accepted = 0% Unsigned acceptable quality plans = 5% Partial Quality Control plans or inspections signed = 15% 	20%	<ul style="list-style-type: none"> Quality Control Plans - Give extract of Signed off Quality Control Plans (QCP's) with relevant inspector and client signatures of similar projects. Provide at least 2 QCP's with client signatures Quality inspections done - with relevant inspector and client signatures of similar projects. Provide at least 2 	<u>Annexure E</u>

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Evaluation Criteria (Technical)				
T- FIRE TRUCK GARAGE				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
	<ul style="list-style-type: none"> Quality Control plans and inspections provided and accepted signed =20% 		Inspections with client signatures	
f)	<p>Detailed project plan for the work indicating enough detail to establish the approach and relevant tasks/activities.</p> <p>Scoring:</p> <ul style="list-style-type: none"> Project plan reviewed and not accepted - Not relevant or not submitted=0% Provided but does not clarify all issues or tasks for this project. Non relevant portions for this project= 10% Provided and accepted for this project= 20% 	20%	Provide detailed project plan (Gantt Chart) for the construction of a fire truck garage with relevant tasks and durations for the work until hand over	<u>Annexure F</u>
	Total Technical Score	100.00 %		
Note: In order for the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements - This is still dependant on an audit or verification of submitted document that can lead to a bid not being accepted				

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/functionality Step Three must be met or exceeded for a Respondent's Proposal to progress to Step Four for final

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d. STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO Criteria [Weighted score 80 points:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	Section 4
<ul style="list-style-type: none"> Commercial discounts Price adjustment conditions / factors Exchange rate exposure Disbursements 	Section 4

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.

e. SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
BBBE-E Scorecard	20
TOTAL SCORE:	100

f. 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).

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 AND DELIVERY SCHEDULE

1. Pricing Schedule

Refer to **ANNEXURE A- SCOPE OF WORK – 24. PRICING SCHEDULE.** (For more information)

Foskor - Fire Truck Garage

SECT	BILL	PAGE	ITEM	DESCRIPTION	UNIT	Q'TY	RATE	AMOUNT
				SECTION 1				
				BILL NO 1				
				PRELIMINARIES AND GENERAL				
1	1	1		NOTE				
1	1	1		a) All prices/rates to be net, including labour, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
1	1	1		b) Rates shall include all fabrication work, welding, marking, drilling, bolts, nuts, washers, steel plates riveted work, counter sinking and tapping for bolts or machine work.				
1	1	1		c) Rates shall include all painting and finished as per Foskor standard				
1	1	1		d) Rates shall include all assembly, erection, touch-up paint, temporary supporting and fixing into position				
1	1	1		e) Invoices for material on site are payable once material is delivered to site. Delivery notes, and suppliers' invoices will be required.				

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1	1	1		PRELIMINARIES				
1	1	1		Time Related P&G's				
1	1	1	1	Inclusive of all construction, construction management and supervision, administration, legal, insurance management, travelling, accommodation, transport, licenses, safety, and project management, etc.	Item	1		
1	1	1		Fixed P&G's				
1	1	1	2	Site Establishment - Work permit, infrastructure set up, etc.	Item	1		
1	1	1	3	Site De-Establishment	Item	1		
1	1	1	4	Other (Tenderer to specify)	Item	1		
				SECTION 2				
				BILL NO 1				
				EARTHWORKS				
2	1	2		PREAMBLES				
2	1	2		All work to be in accordance with FOSKOR and SABS specification. Latest revision.				
2	1	2		NOTE				
2	1	2		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				

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2	1	2	SUPPLEMENTARY PREAMBLES				
2	1	2	Nature of ground				
2	1	2	For nature of ground see "Notes to Tenderers"				
2	1	2	Filling (General)				
2	1	2	It will be, at all times, required from the Contractor to apply and execute strict quality control on all filling material used				
2	1	2	Samples of potential filling material obtained from excavations, trench excavations, etc. are to be submitted to and approved by the Project Engineer prior the re-use thereof as "filling"				
2	1	2	All filling obtained from a commercial source should comply to minimum G6 standard				
2	1	2	Should any material be found unsuitable and the use thereof be disapproved, such material shall be disposed and approved material must be sourced and imported from an approved commercial source				
2	1	3	Filling in general shall be compacted to the prescribed percentage Mod AASHTO density				

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2	1	3	Back filling described as: - "filling in pipe trenches, etc.", all backfilling shall be done with approved backfilling compacted to 95% Mod. AASHTO density, unless otherwise described - "filling behind retaining walls, etc.", all backfilling shall be done with approved backfilling compacted to 95% Mod. AASHTO density, unless otherwise described				
2	1	3	Filling in sub-layers, under floors, etc.				
2	1	3	All filling in layers under surface beds, in sub-layers, to form earth mattresses, etc. shall be done with materials specified and according to methods prescribed by the SABS 1200ME Sub-base Specification				
2	1	3	The aforesaid specification was drawn up to cover activities normally encountered on civil engineering work, which is equally applicable on the filling details and requirements prescribed for this project				
2	1	3	The said specification, although not issued with, shall be regarded to form part of these Bills of Quantities. The Contractor shall obtain a copy of the said specification from the South African Bureau of Standards and be kept on site at all times				
2	1	3	CBR and indicator tests				
2	1	3	Density tests for monitoring filling shall be done at the minimum prescribed frequencies per each 150mm thick layer of filling placed				

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2	1	3		The Contractor is to note that all necessary tests (i.e. CBR and indicator tests, etc.) are to be conducted for all filling material, whether obtained from the excavations or to be imported from an approved commercial source				
2	1	4		Results of these tests are to be submitted to and approved by the Project Engineer prior commencement of any placement thereof and/or filling done therewith				
2	1	4		Density tests				
2	1	4		It will be required from the Contractor to execute density tests for monitoring filling at the following minimum frequencies per each filling layer placed:				
2	1	4		- Filling under surface beds, aprons, channels, etc.: 1 Test per 125m ² plan area per each 150mm thick layer				
2	1	4		- Filling behind retaining walls: 1 Tests per each 150mm thick layer per each 15m length of retaining wall				
2	1	4		Results of density tests executed are to be submitted to and approval obtained from the Principal Agent prior commencement of any subsequent fill layers and/or other work				
2	1	4		Tendered rates for all filling in this Bill are to cater for these tests as no separate provision has been made for measurement and payment thereof				

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2	1	4		No additional claims in this regard will afterwards be entertained				
2	1	4		Carting away of excessive and/or unsuitable excavated material				
2	1	4		Descriptions for "carting away excessive or unsuitable excavated material from site" shall, unless specifically otherwise described, be deemed to include the loading and hauling of excessive or unsuitable excavated material to a suitable dumping site, which has to be located by the Contractor, off the construction site				
2	1	4		The location of the intended dumping site will be subjected to the prior written approval of the Principal Agent				
2	1	5		The Contractor will also be liable to, upon completion, rehabilitate all those areas of the dumping site used dumping/spoiling by grading the area to follow the adjacent ground contours and afterwards compacted to 80% Mod AASHTO density, all to the full satisfaction of the Principal Agent				
2	1	5		Tendered rates must make provision for the above-mentioned as no additional claims in this regard will afterwards be entertained				
2	1	5		Soil poisoning and insecticide				
2	1	5		All soil poisoning and insecticide to be applied under a five-year guarantee by an approved firm of Specialists				

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2	1	5		Measurement and payment				
2	1	5		Measurement and payment clauses as described in the above-mentioned specification, Standardized Specification for Civil Engineering Construction, shall not apply to the work as set out in this Bill				
2	1	5		-----				
2	1	5		EXCAVATIONS ETC				
2	1	5		Excavation in earth not exceeding 2m deep:				
2	1	5	1	Trenches	m3	14		
2	1	5	2	Holes for pits, bases etc.	m3	6		
2	1	5		Extra over trench and hole excavations in earth for excavation in:				
2	1	5	3	Soft rock	m3	2		
2	1	5	4	Hard rock	m3	1		
2	1	5		Earth filling obtained from the excavations (not compacted):				
2	1	5	5	In prescribed stockpiles on site	m3	21		
2	1	6		Extra over all excavations for carting away:				

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2	1	6	6	Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m3	7		
2	1	6		Risk of collapse of excavations:				
2	1	6	7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	145		
2	1	6		Keeping excavations free of water:				
2	1	6	8	Keeping excavations free of water other than subterranean water	Item	1		
2	1	6		FILLING ETC				
2	1	6		Earth filling obtained from the excavations and/or prescribed stockpiles on site, compacted to 93% Mod AASHTO density:				
2	1	6	9	Backfilling to trenches, holes, etc.	m3	2		
2	1	6		Earth filling (G5) supplied by the contractor, compacted to 95% Mod AASHTO density:				
2	1	6	10	Backfilling to trenches, holes, etc.	m3	11		
2	1	6	11	Under floors, steps, paving's, etc.	m3	26		
2	1	6		Filling of coarse river sand supplied by the contractor, consolidated				
2	1	6	12	Under floors etc.	m3	5		
2	1	6		Compaction of surfaces:				

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2	1	6	13	Compaction of ground surface in trenches including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	33		
2	1	7	14	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversized material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	79		
2	1	7		Prescribed density tests on filling:				
2	1	7	15	"Modified AASHTO Density" test	No	2		
2	1	7		WEED KILLERS, INSECTICIDES, ETC				
2	1	7		Soil insecticide in accordance with SANS 5859				
2	1	7	16	Under floors etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m2	76		
2	1	7	17	To bottoms and sides of trenches etc.	m2	108		
				SECTION 2				
				BILL NO 2				
				CONCRETE, FORMWORK AND REINFORCEMENT				

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2	2	9	PREAMBLES				
2	2	9	All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	2	9	NOTE				
2	2	9	All prices/rates to be net, including labour, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	2	9	SUPPLEMENTARY PREAMBLES				
2	2	9	Concrete general				
2	2	9	Surface beds cast in panels shall be cast in panels not exceeding 20m ² All reinforced concrete is to be compacted with a mechanical vibrator				
2	2	9	Concrete test cubes				
2	2	9	Descriptions and tendered rates for concrete strength test cubes, as required under clause 7, "Tests" of SABS 1200 G, shall be deemed to cater for all the costs of providing cube moulds necessary for the purpose, making, storing and sending thereof to an approved accredited laboratory for testing, paying all charges in connection therewith and for submitting test result reports to Project Engineer				
2	2	10	All concrete strength test cubes, each size 150 x 150 x 150mm, shall be prepared in a set of three				

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2	2	10		It will be required from the Contractor to prepare concrete strength test cube sets for each building at the following minimum frequencies: - One set of three cubes for every 15m ³ , or part thereof, of concrete cast per day, or: - One set of three cubes for each batch of concrete cast per event				
2	2	10		All concrete strength test cubes shall be labelled and the identity thereof (i.e. date, concrete strength type, position where batch was cast relative to the building and building identity) shall be properly recorded for future reference				
2	2	10		Formwork				
2	2	10		Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
2	2	10		The vertical strutting shall be carried down to such construction as it is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself				
2	2	10		Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described				

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2	2	10		Formwork to soffits of slabs, beams, etc. shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described				
2	2	11		Formwork to sides of bases, pile caps, ground beams, etc. will only be measured where it is prescribed by the Project Engineer for design reasons. Formwork necessitated by irregularities or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision which is made for in "Earthworks"				
2	2	11		Fabric reinforcement				
2	2	11		Standard welded steel fabric reinforcement shall be as included in Table 1 of SANS 1024 and shall have 300mm wide laps				
2	2	11		-----				
2	2	11		CONCRETE, ETC				
2	2	11		UNREINFORCED CONCRETE				
2	2	11		10Mpa/19mm concrete:				
2	2	11	1	Surface blinding under footings and bases	m3	4		
2	2	11		30MPa/19mm concrete:				

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2	2	11	2	Surface beds cast in panels on waterproofing	m3	14		
2	2	11		REINFORCED CONCRETE				
2	2	11		30MPa/19mm concrete:				
2	2	11	3	Strip footings, bases, etc.	m3	11		
2	2	11		TEST CUBES				
2	2	11	4	Allow for all necessary concrete test cubes size 150 x 150 x 150mm, cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SANS Methods 861 and 863, including use of approved cube Molds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Representative/ Agent	No	6		
2	2	12		CONCRETE SUNDRIES				
2	2	12		Finishing top surfaces of concrete smooth with a power float:				
2	2	12	5	Surface beds, slabs, etc.	m2	112		
2	2	12		Sika 212 non-shrink grout				
2	2	12	6	The bedding is approximately 25mm thick under 280 x 280mm base plate (elsewhere)	No	8		

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2	2	12		FORMWORK, ETC. TO CONCRETE				
2	2	12		ROUGH FORMWORK (DEGREE OF ACCURACY II)				
2	2	12		SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
2	2	12		Smooth formwork to sides:				
2	2	12	7	Square-shaped stub columns in foundations (Provisional)	m2	8		
2	2	12		MOVEMENT, EXPANSION JOINTS ETC				
2	2	12		Saw cut joints:				
2	2	12	8	3 x 40mm Deep saw cut joint cut in top of concrete surface bed	m	9		
2	2	12		Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces:				
2	2	12	9	10mm Thick Bitumen impregnated softboard vertical expansion joint not exceeding 300mm high or wide, including all cutting and waste	m	40		
2	2	12		REINFORCEMENT				
2	2	12		High tensile steel reinforcement to structural concrete work:				
2	2	12	10	12mm Diameter bars	t	0.05		

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2	2	12	11	16mm Diameter bars	t	0.01		
2	2	13	12	20mm Diameter bars	t	0.01		
2	2	13		Fabric reinforcement:				
2	2	13	13	Type 617 fabric reinforcement in concrete surface beds, slabs, etc. with 300mm overlaps	m2	76		
				SECTION 2				
				BILL NO 3				
				MASONRY				
2	3	15		PREAMBLES				
2	3	15		All work to be in accordance with Foskop and SABS specification. Latest revision.				
2	3	15		NOTE				
2	3	15		All prices/rates to be net, including labour, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	3	15		SUPPLEMENTARY PREAMBLES				
2	3	15		Sizes in descriptions				
2	3	15		Where sizes in descriptions are given in brick units, "one-brick" shall represent the length and "half brick" the width of a brick				

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2	3	15	Face bricks				
2	3	15	Bricks shall be ordered timeously to obtain uniformity in size and colour				
2	3	15	Pointing				
2	3	15	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. as described				
2	3	16	Proprietary items or materials				
2	3	16	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the client or the client's agent				
2	3	16	Sizes in descriptions				
2	3	16	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
2	3	16	Cement mortar				
2	3	16	Unless otherwise described, all brickwork shall be built in 1:5 cement mortar				
2	3	16	Face bricks				
2	3	16	Bricks shall be ordered timeously to obtain uniformity in size and colour				

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2	3	16		Pointing				
2	3	16		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.				
2	3	16		Samples, etc.				
2	3	16		Rates for brickwork, faced brickwork, etc. shall include for all required samples				
2	3	16		-----				
2	3	16		BRICKWORK				
2	3	16		FOUNDATIONS				
2	3	16		Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar:				
2	3	16	1	One (230mm) brick wall	m2	17		
2	3	17		BRICKWORK SUNDRIES				
2	3	17		Brickwork reinforcement:				
2	3	17	2	150mm Wide reinforcement built in horizontally in foundations	m	199		
2	3	17	3	150mm Wide reinforcement built in horizontally	m	114		
2	3	17		FACE BRICKWORK				

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2	3	17		"Autumn Wheat Satin" face bricks pointed with recessed horizontal and vertical joints:				
2	3	17	4	Double skin brick walls faced both sides in foundations	m2	17		
2	3	17	5	Double skin brick walls faced both sides in super structure	m2	47		
2	3	17	6	Extra over one-brick wide brick-on-edge coping	m	35		
				SECTION 2				
				BILL NO 4				
				WATERPROOFING				
2	4	19		PREAMBLES				
2	4	19		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	4	19		NOTE				
2	4	19		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	4	19		SUPPLEMENTARY PREAMBLES				
2	4	19		General				

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2	4	19		Damp-proofing and waterproofing are measured net and descriptions shall be deemed to include for laps, cutting and waste, dressing in and sealing with a suitable sealant where necessary				
2	4	19		Waterproofing to flat concrete roofs				
2	4	19		Waterproofing to flat concrete roofs shall be laid under a ten-year guarantee by an approved firm of Specialists, all in accordance with the materials supplied and methods employed by the Manufacturer				
2	4	19		-----				
2	4	20		DAMPPROOFING OF WALLS AND FLOORS				
2	4	20		One layer of 375 micron "Consol Plastics Brik grip DPC" embossed damp proof course:				
2	4	20	1	In walls	m2	9		
2	4	20		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape":				
2	4	20	2	Under surface beds	m2	76		
2	4	20		JOINT SEALANTS ETC				
2	4	20		"Sikaflex-35SL" polyurethane elastomer joint sealing compound, bond breaker, primer, etc., in:				

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2	4	20	3	3 x 40mm Horizontal saw-cut joint in floors	m	10		
2	4	20	4	12 x 15mm Horizontal expansion joint in floors, including raking out softboard for a depth of 15mm (Softboard elsewhere)	m	40		
				SECTION 2				
				BILL NO 5				
				ROOF COVERINGS, CLADDINGS, ETC				
2	5	22		PREAMBLES				
2	5	22		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	5	22		NOTE				
2	5	22		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	5	22		SUPPLEMENTARY PREAMBLES				
2	5	22		General				
2	5	22		All roof coverings, etc., to be with a covering of Z275 galvanizing. All holes to be drilled and not punched				
2	5	22		Certificate for Roof Covering				

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2	5	22	The Contractor is to submit a certificate signed by the merchant, stating that the roof covering supplied, complies with the required thickness specified.				
2	5	22	Guarantee				
2	5	22	The Manufacturer shall comply with ISO9001 Quality Management System. The sheeting shall be laid in strict accordance with the manufacturer's specifications by an approved contractor. A written and approved five-year guarantee for site-workmanship and watertightness shall be issued after the final inspection of roofs by the manufacturer.				
2	5	23	Erection				
2	5	23	Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.				
2	5	23	Proprietary items or materials				
2	5	23	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the client or the client's agent				
2	5	23	Fixing				
2	5	23	Fixing shall be done according to SABS 1200HB with minimum 225mm end laps				

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2	5	23		Sizes				
2	5	23		All items are measured net unless otherwise described				
2	5	23		Flashings, trimming plates, etc.				
2	5	23		Prices to include for all cutting and waste and relevant fixing material, unless otherwise described				
2	5	23		All rates for flashings, trimmings, etc., to include for forming drips and closed ends to troughs of sheet steel roof covering where applicable				
2	5	23		All items are unless otherwise described measured net				
2	5	23		-----				
2	5	24		PROFILED METAL SHEETING AND ACCESSORIES				
2	5	24		0,8mm "Global Roofing Solutions IBR 686" spelter galvanized troughed steel sheets in single lengths with "Chromadek" finish of approved standard color on one side and standard grey backing finish on reverse side, fixed to steel purlins and rails:				
2	5	24	1	Roof covering with pitch not exceeding 25° fixed to steel purlins	m2	112		

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2	5	24		0,5mm "Global Roofing Solutions IBR 686" Z275 (Light Industrial) galvanized troughed sheet steel complying with ISQ 550 (3T) (A653) with a "Chromadek" finish to one side and standard backing coat, Pebble Grey to other, fixed to steel purlins or rails, all in accordance with the manufacturer's specifications by a GRS approved contractor:				
2	5	24	2	Side Cladding	m2	140		
2	5	24		0,5mm "Global Roofing Solutions" Z275 spelter galvanized steel sheet accessories iron with "Chromadek" finish to one side with a Pebble Grey backing coat to preceding roof covering, fixed in accordance with manufacturer's specifications, in:				
2	5	24	3	Ridge capping 550mm girth, three times bent along girth	m	20		
2	5	24	4	Standard type D-FL drip flashing	m	52		
2	5	24		Sundries				
2	5	24	5	Moulded narrow and broad rib polyethylene filler blocks	m	35		
2	5	24		ROOF VENTILATORS				
2	5	24		Manufactured by "Whirly Bird"				
2	5	24	6	Ridge type ventilator 500mm in 0.5mm chromadek material fixed through troughed roof sheeting to steel purlins including flashings, closers, sealing strips, etc.	No	4		

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2	5	25		ROOF INSULATION				
2	5	25		"Sisalation GR420" heavy industrial grade aluminium foil-based insulation				
2	5	25	7	Insulation laid taut over steel or timber purlins complying with SANS 428, and fixed concurrently with roof covering, all in accordance with the manufacturer's recommendations	m2	80		
				SECTION 2				
				BILL NO 6				
				IRONMONGERY				
2	6	27		PREAMBLES				
2	6	27		All work to be in accordance with Foskop and SABS specification. Latest revision.				
2	6	27		NOTE				
2	6	27		All prices/rates to be net, including labour, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	6	27		SUPPLEMENTARY PREAMBLES				
2	6	27		Preparation of door frames				

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2	6	27		Descriptions for flush bolts, door closers, floor springs, etc. shall be deemed to include all necessary preparations to door frames to accommodate same				
2	6	27		Tendered rates must make provision for this as no additional claims in this regard will afterwards be entertained				
2	6	27		Fixing of door locks, handles, flush bolts, etc.				
2	6	27		Fixing of all door locks, handles, flush bolts, etc. shall be regarded as fixed to timber door leaves, unless specifically otherwise indicated				
2	6	28		Proprietary items				
2	6	28		Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items Prices are to be based on the specific products/articles specified				
2	6	28		-----				
2	6	28		DOOR FURNITURE				
2	6	28		"Assa Abloy" or similar approved:				
2	6	28	1	4 Lever Lockset Code: CZ6822461-CH	No	1		
2	6	28		LETTERS, NAME PLATES, ETC.				
2	6	28		"Dormakaba":				

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2	6	28	2	DSS-136 Engraved "Electrical" information sign, plugged	No	1		
2	6	28	3	DSS-140RH Engraved "Running man" escape sign, plugged	No	2		
2	6	28	4	DSS-143 Engraved "Arrow" sign, plugged	No	4		
2	6	28	5	DSS-146 Engraved "Fire extinguisher" fire sign, plugged	No	2		
				SECTION 2				
				BILL NO 7				
				STRUCTURAL STEELWORK				
2	7	30		PREAMBLES				
2	7	30		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	7	30		NOTE				
2	7	30		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	7	30		SUPPLEMENTARY PREAMBLES				
2	7	30		Specifications				

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2	7	30	Specification - The project engineer is and notwithstanding what is contained elsewhere in this documentation, the structural steelwork is to be in accordance with the specification, notes and annotation on their drawings. Where there is conflict in specification, the aforesaid engineer's specification prevails.				
2	7	30	Descriptions				
2	7	30	Descriptions of bolts shall be deemed to include nuts and washers				
2	7	30	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete				
2	7	31	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
2	7	31	Structural steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and all surfaces shall be primed as specified to a minimum dry film thickness of 30 micrometers before leaving the workshop. Upon delivery to the site and again after erection all bared surfaces shall be made good with similar primer				
2	7	31	GENERAL				

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2	7	31		The descriptions contained in these Bills of Quantities are to be read in conjunction with the drawings and schedule of finishes as prepared by the Project Engineers and are intended as a means of identifying the various facets of the work. Tenderers shall allow for all costs in connection with the various items taking full cognizance of drawings, schedule of finishes and the Bills of Quantities descriptions.				
2	7	31		Sizes are approximate only and site measurements must be taken prior to fabrication				
2	7	31		Mild steel unless otherwise stated				
2	7	31		-----				
2	7	31		SHOP DRAWINGS				
2	7	31	1	The contractor shall timeously prepare and submit two sets of "shop drawings" of the proposed works which depict all the required design information, assumed loadings, applied finishes, cladding, etc., to the required scale. Such shop drawings shall be verified as being to his approval by the appended signature of a currently registered structural engineer	Item	1		
2	7	32		THE FOLLOWING IN BUILDING STRUCTURAL				
2	7	32		STEEL COLUMNS AND BEAMS				

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2	7	32		Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete				
2	7	32	2	203 x 133 x 25.1 kg/m I-Section columns	t	1		
2	7	32		Welded beams in single lengths with flat bearer and connection plates, bolted to steel				
2	7	32	3	203 x 133 x 25.1 kg/m I-Section beam	t	0.8		
2	7	32	4	Extra over for mitred and welded T-intersection	No	12		
2	7	32		Sundries:				
2	7	32	5	539 x 560 x 140mm High haunch cut from 203 x 133 x 25.1kg/m I-Section welded	No	8		
2	7	32	6	597 x 570 x 169mm High haunch cut from 203 x 133 x 25.1kg/m I-Section welded	No	8		
2	7	32	7	350 x 134 x 12mm Thick connection plate welded to ends of I-Section and eight times holed through plate for 22mm diameter bolts (bolts elsewhere measured)	No	8		
2	7	32	8	400 x 134 x 12mm Thick connection plate welded to ends of I-Section and eight times holed through plate for 22mm diameter bolts (bolts elsewhere measured)	No	8		

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2	7	32	9	241 x 199 x 6mm Thick connection plate welded to ends of I-Section and two times holed through plate for 14mm diameter bolts (bolts elsewhere measured)	No	8		
2	7	32	10	190 x 134 x 6mm Thick connection plate welded to ends of I-Section and two times holed through plate for 14mm diameter bolts (bolts elsewhere measured)	No	8		
2	7	32	11	329 x 207 x 6mm Thick connection plate welded to ends of I-Section and four times holed through plate for 14mm diameter bolts (bolts elsewhere measured)	No	4		
2	7	33	12	280 x 280 x 12mm Thick base plate welded to end of column and four times holed through plate for M20 bolts (bolts elsewhere measured)	No	8		
2	7	33	13	75 x 100 x 12mm Thick stiffener butt-welded to web and flange	No	16		
2	7	33		STEEL PURLINS, GIRTS, BRACING, ETC				
2	7	33		Purlins and girts, bolted/welded to steel				
2	7	33	14	100 x 50 x 20 x 2.5mm Thick cold-formed lipped channel girts	t	0.7		
2	7	33	15	100 x 75 x 20 x 2.5mm Thick cold-formed lipped channel purlins	t	0.8		

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2	7	33	16	70 x 70 x 6mm Thick x 203mm Long Angle section cleats welded to truss and two times holed through plate for 14mm diameter bolts (bolts elsewhere measured) to purlins	No	48		
2	7	33		Welded bracing, anti-sag rails, etc. with flat connection plates, welded to steel				
2	7	33	17	70 x 70 x 6mm Angle sections four times holed through plate for 14mm diameter bolts (bolts elsewhere) to both ends	t	0.35		
2	7	33	18	25 x 25 x 3mm Angle sections welded to channels	t	0.02		
2	7	33		SUNDRY STRUCTURAL STEELWORK				
2	7	33		Structural modifications to steelwork:				
2	7	33	19	Allow for structural steelwork to be used as per instruction from Project Engineer.	t	1.5		
2	7	33		BOLTS, FASTENERS, ETC				
2	7	33	20	M20 HD Bolts 300mm long, including bolts, washers, etc. (Grade 8.8)	No	32		
2	7	34	21	M20 HD Bolts 100mm long, including bolts, washers, etc. (Grade 8.8)	No	96		
2	7	34	22	M12 HD Bolts 50mm long, including bolts, washers, etc. (Grade 8.8)	No	48		

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2	7	34	23	M12 HD Bolts 30mm long, including bolts, washers, etc. (Grade 8.8)	No	128		
				SECTION 2				
				BILL NO 8				
				METALWORK				
2	8	36		PREAMBLES				
2	8	36		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	8	36		NOTE				
2	8	36		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	8	36		SUPPLEMENTARY PREAMBLES				
2	8	36		Primer				
2	8	36		All surfaces of steelwork to be painted with one coat approved factory etch primer before leaving the workshop of the Manufacturer and all scratches, chips or blemishes to be made good on site after erection. All rates tendered must make provision for this as no claim will afterwards be entertained.				
2	8	36		Bolts, etc.				

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2	8	36	Descriptions of bolts shall be deemed to include nuts and washers. Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork and concrete				
2	8	36	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
2	8	37	Stainless steel cabinets, worktops, etc.				
2	8	37	Stainless steel used for the manufacturing of cabinets, worktops, etc. shall be type 304 (18/8)				
2	8	37	Door frames				
2	8	37	Unless otherwise described, the following shall be applicable on all door frames: - Frames shall be double rebated suitable for 40mm thick doors				
2	8	37	- One jamb of all frames for single doors shall be factory prepared for striking plate of mortice lock				
2	8	37	Striking plates for door frames				
2	8	37	Striking plates pressed steel door frames are to be of adjustable chromium-plated type and prepared for mortice locks, unless otherwise described.				
2	8	37	Burglar bars to steel windows				

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2	8	37		Unless otherwise described, all sashes of all windows shall be fitted with 12 x 12mm mild steel square burglar bars to line up with vertical and horizontal sections of frame				
2	8	37		Furniture to steel windows				
2	8	37		All steel type windows shall be fitted with chromium-plated furniture				
2	8	37		Glazing beads to steel windows				
2	8	37		Where described, windows are to be fitted with 10 x 10mm aluminum glazing beads, mitred around and screwed to window frame with chromium-plated countersunk screws at maximum 150mm centers				
2	8	37		-----				
2	8	38		METALWORK				
2	8	38		STAINLESS STEEL PRESSED STEEL DOORS AND FRAMES				
2	8	38		1,6mm Double rebated frame with 3 x 100mm stainless steel butt hinges suitable for one-brick walls, for:				
2	8	38	1	Frame, including door size 813 x 2032mm high	No	1		
2	8	38		STEEL ROLLER SHUTTER DOORS				

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2	8	38		"Roll-Up Seranda" steel roller shutter doors with epoxy powder coated finish, complete with canopy covers, center locks, end locks fitted on every alternative slat on either side of the roller shutter curtain, flexible molded rubber weather astragal to bottom rail, etc., side fixed to brickwork or concrete:				
2	8	38	2	Gear operated roller shutter door suitable for opening 3600 x 3600mm high overall	No	1		
2	8	38		STEEL WINDOWS, ETC				
2	8	38		"NTY" galvanized steel or similar approved windows welded to channels				
2	8	38	3	Window type NE4, 1511 x 654mm high including	No	8		
				SECTION 2				
				BILL NO 9				
				PLASTERING				
2	9	40		PREAMBLES				
2	9	40		All work to be in accordance with FOSKOR and SABS specification. Latest revision.				
2	9	40		NOTE				
2	9	40		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				

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2	9	40		SUPPLEMENTARY PREAMBLES				
2	9	40		Granolithic				
2	9	40		Method				
2	9	40		The method to be used shall be either the monolithic method or the bonded method				
2	9	40		Preparation				
2	9	40		For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleeding water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc. is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic				
2	9	41		Mix				

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2	9	41	Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic				
2	9	41	Panels				
2	9	41	Granolithic shall be laid in panels not exceeding 14m ² for monolithic finishes, not exceeding 9,5m ² for bonded finishes and not exceeding 6m ² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width				
2	9	41	Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fiber board and finished with V-joints				
2	9	41	Laying				
2	9	41	Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels				

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2	9	41		Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels				
2	9	41		After the wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased, and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated				
2	9	42		Curing, seasoning and protection				
2	9	42		Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying				
2	9	42		-----				
2	9	42		SCREEDS				
2	9	42		Cement plaster screed steel trowelled on concrete:				
2	9	42	1	30mm Thick on floors and landings	m2	76		
2	9	42	2	30mm Thick to floors in door openings	m2	0.2		
2	9	42		SPECIALIST FLOOR AND WALL COATINGS				

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2	9	42		All specialist floor and wall coatings are to be executed in strict accordance with the manufacturer's instructions. Floor coating to be pond-tested for 48 hours, check for leaks and smooth run off (no puddles)				
2	9	42		Prepare and apply "Ultra-Hybrid - 801 HI" light grey epoxy floor coating by "NUI" (3mm thickness) (Preparation and application strictly as per manufacturer's specification):				
2	9	42	3	On screeded floors	m2	76		
2	9	42	4	Extra over screeded floors for demarcation	m2	10		
				SECTION 2				
				BILL NO.10				
				GLAZING				
2	10	44		PREAMBLES				
2	10	44		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	10	44		NOTE				
2	10	44		All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
2	10	44		SUPPLEMENTARY PREAMBLES				

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2	10	44		Float glass				
2	10	44		The term "float glass" is used for monolithic annealed glass				
2	10	44		Laminated glass				
2	10	44		Laminated glass to have polyvinyl butyral (PVB) interlayer(s)				
2	10	44		-----				
2	10	44		GLAZING TO STEEL WITH PUTTY				
2	10	44		6,38mm Clear laminated safety glass to steel with putty:				
2	10	44	1	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	8		
				SECTION 2				
				BILL NO 11				
				PAINTWORK				
2	11	45		PREAMBLES				
2	11	45		All work to be in accordance with Foskor and SABS specification. Latest revision.				
2	11	45		NOTE				
2	11	45		All prices/rates to be net, including labour, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				

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2	11	45		SUPPLEMENTARY PREAMBLES				
2	11	45		Paint				
2	11	45		All paint, complete with undercoat, primer, etc., to be used strictly in accordance with Foskor's Specification GM-3 latest revision. Only paint which bears the described trade names will be permitted on site				
2	11	45		Any substitution will be subject to the prior written approval of the Project Engineer				
2	11	45		All steelworks should be treated for corrosion.				
2	11	45		Colors				
2	11	45		All colors to be as per Project Engineer's instructions.				
2	11	45		-----				
2	11	46		PAINTWORK, ETC. TO NEW WORK				
2	11	46		ON METAL SURFACES				
2	11	46		Spot priming defects in pre-primed surfaces, prime and apply two finishing coats, as per Foskor's latest Specification on:				
2	11	46	1	Doors, door frames, etc.	m2	5		

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2	11	46	2	Members of roof trusses	m2	186		
2	11	46	3	Columns, rails, bars, pipes, etc.	m2	30		
SECTION SUMMARY								
2	12	48	1	EARTHWORKS				
2	12	48	2	CONCRETE, FORMWORK AND REINFORCEMENT				
2	12	48	3	MASONRY				
2	12	48	4	WATERPROOFING				
2	12	48	5	ROOF COVERINGS, CLADDINGS, ETC				
2	12	48	6	IRONMONGERY				
2	12	48	7	STRUCTURAL STEELWORK				
2	12	48	8	METALWORK				
2	12	48	9	PLASTERING				
2	12	48	10	GLAZING				
2	12	48	11	PAINTWORK				
				SECTION 3				
				BILL NO 1				
				EXTERNAL WORKS				

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3	1	49	PREAMBLES				
3	1	49	All work to be in accordance with Foskor and SABS specification. Latest revision.				
3	1	49	NOTE				
3	1	49	All prices/rates to be net, including labor, delivery to site, offloading, handling and site storage, etc. excluding Value Added Tax				
3	1	49	SUPPLEMENTARY PREAMBLES				
3	1	49	Supplementary preambles and full descriptions of materials, items, work, etc.				
3	1	49	The Contractor is referred to the previous Section 2 for supplementary preambles and full descriptions of materials, items, work, etc. which shall be regarded to be equally applicable for work described in this Bill, unless specifically otherwise described				
3	1	49	Aprons				
3	1	49	Aprons to be cast into alternate sections of 1.5m to form construction joint between panels				
3	1	49	-----				
3	1	50	THE FOLLOWING IN EARTHWORKS				

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3	1	50		Site works:				
3	1	50	1	Allow for digging up and removing all rubble, rubbish, vegetable soil, shrubs, bush, etc. not exceeding 200m girth from the whole area of the site to be built upon	m2	200		
3	1	50		Excavations in earth over sloping site:				
3	1	50	2	Stripping of topsoil 150 mm deep extreme	m3	20		
3	1	50	3	Ditto, but cart to a position on site as indicated by the Project Engineer, stockpile, later retrieve same, spread and level over the general site	m3	20		
3	1	50	4	Reduce levels to open face extreme depth 1105mm below natural ground level	m3	70		
3	1	50	5	Ditto, but cart to a position on site as indicated by the Project Engineer, stockpile and maintain	m3	70		
3	1	50		Extra over excavations in earth for excavation in:				
3	1	50	6	Extra over excavations in earth "in bulk" for excavations in "soft rock"	m3	8		
3	1	50	7	Ditto, but in "hard rock"	m3	4		
3	1	50		Extra over all excavations for carting away:				

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3	1	50	8	Extra over all excavations for carting away excessive or unsuitable excavated material from the site	m3	60		
3	1	50		(End of earthworks)				
3	1	50		THE FOLLOWING IN V-DRAIN APRONS				
3	1	50		Excavation in earth not exceeding 2m deep:				
3	1	50	9	Reduced levels under floors	m3	7		
3	1	51		Extra over all excavations for carting away:				
3	1	51	10	Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m3	4		
3	1	51		Earth filling obtained from the excavations and/or prescribed stockpiles on site, compacted to 93% Mod AASHTO density:				
3	1	51	11	Backfilling to trenches, holes, etc.	m3	4		
3	1	51		Earth filling (G5) supplied by the contractor, compacted to 98% Mod AASHTO density:				
3	1	51	12	Under floors, steps, paving's, etc.	m3	5		
3	1	51		Compaction of surfaces:				

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3	1	51	13	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	37		
3	1	51		Prescribed density tests on filling:				
3	1	51	14	"Modified AASHTO Density" test	No	2		
3	1	51		Soil insecticide in accordance with SANS 5859:				
3	1	51	15	Under floors etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m2	37		
3	1	51		30MPa/19mm concrete:				
3	1	51	16	Mass concrete in aprons V-drains cast in alternating panels	m3	3		
3	1	51	17	Thickening down edges of aprons 85mm deep (net) x average 125mm wide, including preparing ground or earth filling, necessary formwork, etc.	m	37		
3	1	52		Test Cubes				

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3	1	52	18	Allow for all necessary concrete test cubes size 150 x 150 x 150mm, cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SANS Methods 861 and 863, including use of approved cube molds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Representative/ Agent	No	2		
3	1	52		Finishing the top surfaces of concrete smooth with a wooden float whilst concrete is still green:				
3	1	52	19	Finishing off top of aprons to fall with wooden float whilst concrete is still green	m2	37		
3	1	52		Joint forming material in movement joints:				
3	1	52	20	10mm Bitumen impregnated fibre board built in vertically between brick skins	m2	3		
3	1	52		6mm Thick joint formed using rigid member while concrete is poured and removed after concrete is set:				
3	1	52	21	Joints not exceeding 300mm high	m	15		
3	1	52		Rough formwork to sides:				
3	1	52	22	Edges, risers, etc. not exceeding 300mm wide or high	m	37		
3	1	52		Fabric reinforcement:				

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3	1	52	23	Type 193 fabric reinforcement laid in surface beds, etc. lapped minimum 300mm along edges and ends (Measured net)	m2	37		
3	1	52		Polysulphide sealant as per engineers' drawings "Sikaflex Facade AT" universal polyurethane joint sealant applied in accordance with the manufacturer's instructions:				
3	1	52	24	12 x 12mm In expansion joints in floors and walls	m	37		
3	1	52		(End of Aprons)				
3	1	53		THE FOLLOWING IN RETAINING WALL				
3	1	53		Earthworks:				
3	1	53	25	Excavations not exceeding 2m deep for trenches	m3	7		
3	1	53	26	Surplus material from excavations on site to a dumping site to be located by the Contractor	m3	3		
3	1	53	27	Risk of collapse to sides of trench and hole excavations not exceeding 1,5m deep	m2	22		
3	1	53	28	Backfilling obtained from excavations to trenches, holes, etc.	m3	5		

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3	1	53	29	In-situ compaction of ground or reduced formation levels, including scarifying for a depth of 150mm and compacting to 93% Mod AASHTO density	m2	11		
3	1	53	30	"Modified AASHTO Density" test	No	1		
3	1	53	31	Soil insecticide to bottoms and sides of trenches etc.	m2	34		
3	1	53		Unreinforced concrete, in:				
3	1	53	32	10 Mpa surface blinding under footings and bases	m3	1		
3	1	53	33	30Mpa Concrete to strip footings	m3	3		
3	1	53		Test cubes:				
3	1	53	34	Making and testing 150 x 150 x 150mm concrete strength test cube	No	1		
3	1	53		Brickwork:				
3	1	53	35	One-brick (230mm) walls	m2	21		
3	1	53	36	Extra over for "Autumn Wheat Satin" face bricks	m2	21		
3	1	53	37	Extra over one-brick wide brick-on-edge coping	m	19		
3	1	53		Sundries				
3	1	53	38	50 x 230mm PVC spout build into brickwork	No	15		

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3	1	54		Brickwork reinforcement:				
3	1	54	39	150mm Wide reinforcement built in horizontally	m	242		
3	1	54		One layer of 375 micron embossed black polyethylene damp proof course:				
3	1	54	40	On walls	m2	4		
3	1	54		Cement plaster steel trowelled on brickwork, on:				
3	1	54	41	Walls	m2	21		
3	1	54		Steps, etc.				
3	1	54	42	Allow the budgetary amount of R 30,000.00 (Thirty Thousand Rand) for steps	Item	1		
3	1	54		(End of retaining wall)				
3	1	54		BALUSTRADING				
3	1	54		Welded balustrading to stairs and retaining wall:				

Respondent's Signature

Date and Company Stamp

3	1	54	43	Horizontal balustrading 1000mm high, of 50mm external diameter x 1,6mm thick continuous pipe handrail, 38mm external diameter x 1,6mm thick hollow section posts at approximately 1000mm centres with 90mm diameter x 5mm thick footplates bolted to concrete/brickwork (bolts elsewhere) and 16mm intermediate horizontal balusters at 100mm centres between top and bottom rails	m	19		
3	1	54	44	75mm Expansion anchor with loose bolt	No	24		
3	1	54	45	Columns, rails, bars, pipes, etc.	m2	37		
3	1	54		(End of balustrading)				
3	1	54		THE FOLLOWING IN RAMPS, ETC.				
3	1	54		Excavations in earth over sloping site:				
3	1	54	46	Reduce levels to open face extreme depth 450mm below natural ground level	m3	19		
3	1	55	47	Ditto, but cart to a position on site as indicated by the Project Engineer, stockpile and maintain	m3	19		
3	1	55		Extra over trench and hole excavations in earth for excavation, in:				
3	1	55	48	Soft rock	m3	2		
3	1	55	49	Hard rock	m3	1		

Respondent's Signature

Date and Company Stamp

3	1	55		Extra over all excavations for carting away:				
3	1	55	50	Surplus material from excavations and/or prescribed stockpiles on site to a dumping site to be located by the contractor	m3	17		
3	1	55		Selected earth filling obtained from the excavations and /or prescribed stockpiles on site, including haulage approximately 100m from perimeter of excavations or stockpiles, compacted to 95% Mod AASHTO density:				
3	1	55		Earth filling (G5) supplied by the contractor, compacted to 98% Mod AASHTO density:				
3	1	55	51	Under floors, steps, paving's, etc.	m3	17		
3	1	55		Soil insecticide in accordance with SANS 5859:				
3	1	55	52	Under floors etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m2	26		
3	1	55		30MPa/19mm concrete cast against formwork slope, in:				
3	1	55	53	Surface beds on waterproofing	m3	5		
3	1	55		Test cubes:				

Respondent's Signature

Date and Company Stamp

3	1	55	54	Making and testing a set of three concrete strength test cubes, each 150 x 150mm, sending them to an approved laboratory for testing and paying all charges in connection therewith (Provisional)	No	1		
3	1	56		Finishing top surfaces of concrete smooth with a wooden float whilst concrete is still green:				
3	1	56	55	Surface beds, slabs, etc. (Provisional)	m2	26		
3	1	56		Rough formwork to sides:				
3	1	56	56	Edges, risers, etc. not exceeding 300mm wide or high	m	15		
3	1	56		Fabric reinforcement:				
3	1	56	57	Type 617 fabric reinforcement in concrete surface beds, slabs, etc. with 300mm overlaps	m2	26		
3	1	56		One layer 250-micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape:				
3	1	56	58	Under surface beds	m2	26		
3	1	56		(End of ramps, etc.)				
				SECTION 4				
				BILL NO 1				
				ELECTRICAL INSTALLATION				

Respondent's Signature

Date and Company Stamp

4	1	58	PREAMBLES				
4	1	58	All work to be in accordance with Foskor and SABS specification. Latest revision.				
4	1	58	NOTE				
4	1	58	All prices/rates to be net, excluding Value Added Tax				
4	1	58	SUPPLEMENTARY PREAMBLES				
4	1	58	Specifications, drawings, etc.				
4	1	58	Tenderers are referred to the project specifications and supplementary preambles for full descriptions of materials, etc., to be used. All work shall be done strictly in accordance with specifications and Manufacturer's instructions and left in perfect working order after completion.				
4	1	58	Distribution boards etc.				
4	1	58	Rates for distribution boards etc are to include busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings				
4	1	58	Switches, socket outlets, etc				

Respondent's Signature

Date and Company Stamp

4	1	58		Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting and cover plates				
4	1	59		Light fittings				
4	1	59		Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described				
4	1	59		-----				
4	1	59		ELECTRICAL INSTALLATION				
4	1	59		Electrical Installation complete:				
4	1	59	1	Allow for the complete electrical installation, inclusive of the following: 8 x Light Fittings 2 x Double Wall Sockets 1 x Complete DB Box Wiring, inclusive if conduits Earthing & Bonding CoC	Item	1		
SECT	BILL	PAGE	ITEM	DESCRIPTION	UNIT	Q'TY	RATE	AMOUNT
			1	Lockers- Supply and installation Single Steel Hostel - Metal locker – 180*41*52cm grey	Each	25		

Respondent's Signature

Date and Company Stamp

FINAL SUMMARY

5	1	61	1	PRELIMINARIES AND GENERAL	
5	1	61	2	BUILDING WORKS	
5	1	61	3	EXTERNAL WORKS	
5	1	61	4	ELECTRICAL WORKS	
5	1	61		NET TOTAL, EXCLUSIVE OF VALUE ADDED TAX	<hr/>
5	1	61		ADD: 15% VALUE ADDED TAX	<hr/>
				TOTAL, INCLUSIVE OF VAT	<hr/> <hr/>

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskop may not award the contract to that Respondent. Foskop 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.
 - (iv) If a market-related price is not agreed with the Respondent scoring the third highest points, Foskop 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 Foskop.
- 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) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA).
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to.

Respondent's Signature

Date and Company Stamp

- h) 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.
- i) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- j) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure *[Complete required information or remove entire sentence if not applicable]*
- k) Manufacturing and delivery lead time calculated from the date of receipt of purchase order: _____ weeks.
- l) 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	
-----	--

OR

- m) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilising the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

.....
.....

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.

Respondent's Signature

Date and Company Stamp

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.

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. PRICE REVIEW

The successful Respondent(s) the Service provider will be obliged to submit to an annual price review. Foskor will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Foskor's discretion or the particular item(s) or service(s) purchased outside the contract.

Respondent's Signature

Date and Company Stamp

3. “AS AND WHEN REQUIRED” CONTRACTS

- 3.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Goods/Services are required.
- 3.2 FOSKOR reserves the right to place purchase orders until the last day of the contract for deliveries to be affected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 3.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 3.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by FOSKOR. Material supplied earlier than specified may not be paid for or may be returned by FOSKOR, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 3.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 *[Pricing and Delivery Schedule]*
- 3.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
- _____
- 3.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.
- _____

4. 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:

- 4.1 Quality and specification of Goods/Services delivered:

- 4.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

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 into, 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 into Post Tender Negotiations with highest ranked bidder(s).

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

I/We hereby offer to supply/provide the above-mentioned 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 / FOSKOR Standard Terms and Conditions (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.

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.

 Respondent's Signature

 Date and Company Stamp

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 provision of Services within 2 [two] weeks thereafter, Foskop 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 Foskop 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 Foskop 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. Foskop will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Foskop has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Foskop requires a validity period of 180 Business Days [from 09 April 2025 to 16 December 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)
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Respondent's Signature

Date and Company Stamp

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 also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
Technical and Financial Evaluation Criteria	

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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid certificate of Respondent's compliance to B-BBEE	
Proof of CSD Registration	
Valid Proof of Tax certificate or PinC	

Respondent's Signature

Date and Company Stamp

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
CIPC certificate	
Letter of Good Standing	

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:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
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 Points claim form	
SECTION: Protection of Personal Information	
CSD Registration report	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract **[the Agreement]** and fail to present 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 _____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT/FOSKOR STANDARD TERMS AND CONDITIONS & 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 General Bid Conditions
2	Master Agreement and SLA attached/Foskor Standard Terms and Conditions
3	Foskor's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

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.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and 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 ourselves 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
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:

Respondent's Signature

Date and Company Stamp

Indicate nature of relationship with Foskop:

[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 Foskop. Information provided in the declarations may be used by Foskop 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 Foskop [other than any existing and appropriate business relationship with Foskop] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Foskop 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.

Full Name	Identity Number	Name of State institution

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.

Respondent's Signature

Date and Company Stamp

--	--	--

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 or not 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.

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.

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.

Respondent's Signature

Date and Company Stamp

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____

Signed on behalf of _____	WITNESS:
Authorised hereto:	

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

Position:	Position:
Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

Respondent's Signature

Date and Company Stamp

RFP NUMBER: FOSPHB-RFP-45-24/25

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSPHB-RFP-45-24/25

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 25 March 2025

TO: Foskor (Pty) Ltd

ATTENTION: Matlapaneng Ben Thobejane

EMAIL bent@Foskor.co.za

DATE: _____

FROM: _____

RFP Clarification No [FOSPHB-RFP-45-24/25]

REQUEST FOR RFP CLARIFICATION

[illegible]

Respondent's Signature

Date and Company Stamp

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.

Foskor 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 preference point system shall be applicable. Despite the stipulated preference point system, Foskor 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

Respondent's Signature

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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 Enterprise as defined 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

Respondent's Signature

Date and Company Stamp

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 .]
EME ³	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 specialised 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 subcontract 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)

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.

Respondent's Signature

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(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 subcontracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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 least 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 proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Respondent's Signature

Date and Company Stamp

8.6 COMPANY CLASSIFICATION

- Other Service providers, e.g. transporter, etc.

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 certificates, 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.

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.

iii) 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, Foskop 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

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS:

.....



RFP NUMBER: FOSPHB-RFP-45-24/25

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY/NON-COMPULSORY RFP BRIEFING

[if applicable]

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ [name of entity]

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
_____ 20____

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 and Company Stamp

SECTION 11: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			

Respondent's Signature

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Other			
-------	--	--	--

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract. **Insert additional tables for each year of the contract period:**

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Respondent's Signature

Date and Company Stamp

SECTION 12: 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 imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by the 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.

Respondent's Signature

Date and Company Stamp

- 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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-45-24/25

.....	
Signature.....	Name (in print)
Date.....	

Respondent's Signature

Date and Company Stamp

SECTION 13: PROTECTION OF PERSONAL INFORMATION (FOR NORMAL CONTRACT)

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. Foskop 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 "Foskop" and the Data subject is the "Respondent". Foskop 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. Foskop 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 Foskop.
5. In responding to this bid, Foskop acknowledges that it will obtain and have access to personal information of the Respondent. Foskop 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. Foskop 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 Foskop and/or its authorised appointed third parties.
7. Furthermore, Foskop 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, Foskop requires the Respondent to process any personal information disclosed by Foskop in the bidding process in the same manner.
8. Foskop 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. Foskop 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 Foskop 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

 Respondent's Signature

 Date and Company Stamp

may further request that Foskop 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 Foskop's possession in terms of the provision of the POPIA and utilising 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	
-----------	--

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 Foskop 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 Foskop, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Respondent's Signature

Date and Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION (FOR OPERATOR CONTRACT ONLY, DELETE THIS SECTION IF NOT FOR OPERATOR CONTRACT)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. 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. The Operator will process all information by the FOSKOR 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 of FOSKOR and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "FOSKOR". Operator will process personal information only with the knowledge and authorisation of FOSKOR and will treat personal information and the information of a third party 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 Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning FOSKOR.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of FOSKOR and the information of a third party and agrees that it shall only process the information disclosed by FOSKOR in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from FOSKOR to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by FOSKOR or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from FOSKOR.
8. The Operator 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 the services offered to FOSKOR in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify FOSKOR in writing of any unauthorised access to personal information and the information of a third party, 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 Operator must inform FOSKOR of the breach as soon as it has occurred to allow FOSKOR to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
10. FOSKOR may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to FOSKOR and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

Respondent's Signature

Date and Company Stamp

11. FOSKOR may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the FOSKOR or a third party in the Operator's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by FOSKOR in line with the 8 conditions of the POPIA and that it will provide to FOSKOR satisfactory evidence of these measures whenever called upon to do so by FOSKOR.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from FOSKOR:

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by FOSKOR should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to 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 FOSKOR submitted to it.

Signature of Respondent's authorised representative: _____

14. 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

Respondent's Signature

Date and Company Stamp